



P.O. Box 729, Marlborough, MA 01752 • (866) 585-7628 • www.abettercreditunion.com

Express Deposit Agreement

This Express Deposit Agreement governs your use of St. Mary's Credit Union's Express Deposit service, which allows you to deposit Qualifying Items to your Account using your computer and a scanner. By using this service, you agree to the terms and conditions of this Agreement.

DEFINITIONS

- "We," "us," and "our" refer to St. Mary's Credit Union.
- "You" and "your" refer to the Member.
- "Agreement" refers to this Express Deposit Agreement.
- "Account" refers to your checking or share draft account that you have designated as the account into which Qualifying Items may be deposited.
- "Qualifying Items" refers to checks, including share drafts and remotely created checks, drawn on financial institutions located in the United States. The following items, however, are not "Qualifying Items":
 - Items drawn on your accounts or on accounts of any business owned by you;
 - Items made payable to a party other than you, whether or not endorsed over to you;
 - Items stamped or watermarked "Void," "Non-Negotiable" or any other words of similar import;
 - Items that contain evidence of alteration;
 - Items that are stale dated (i.e., more than six months prior to date of deposit) or postdated;
 - Incomplete items;
 - Items from Canada or any other foreign countries;
 - Items of poor image quality;
 - Savings bonds;
 - Counter checks.
- "Express Deposit" refers to your deposit of Qualifying Items to the Account by endorsing the paper originals, scanning both sides of them and sending their accurate images to us, together with deposit instructions, via the Internet rather than by providing us with the paper originals.
- "Banking Day" refers to one of our banking days as defined in 12 CFR 229.2.
- "Business Day" refers to a business day as defined in 12 CFR 229.2.
- Other terms have the meanings provided in the applicable Uniform Commercial Code.

EXPRESS DEPOSIT REQUIREMENTS

You can use the Express Deposit service if, but only if, you are a member of St. Mary's Credit Union with accounts in good standing, enrolled in St. Mary's Credit Union's Online Banking service and can satisfy all of the Scanner and Related Hardware and Software Requirements, Image Quality Requirements and other requirements stated in this Agreement.

SCANNER AND RELATED HARDWARE AND SOFTWARE REQUIREMENTS

To make Express Deposits, you must use hardware, software and an Internet connection meeting the following minimum standards:

- Supported TWAIN-compatible flatbed scanner connected directly to your computer(not networked)
- Computer with current version of Windows 2000®, Windows XP®, Windows Vista® (32-bit), or Mac OS X
- Internet Explorer® 6 or newer, Firefox V3, or Safari web browser
- High-speed, secure Internet connection

IMAGE QUALITY REQUIREMENTS

The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations, all other state and federal laws and regulations, The American National Standards Institute (ANSI), The Electronic Check Clearing House

Organization (ECCHO), and all other clearing houses or associations. In addition, the images shall be of such quality that the following information can clearly be read by sight review of the Images:

- Amount of the item
- Payee
- Drawer's signature
- Date of the item
- Item number
- Information identifying the drawer and paying financial institution that is preprinted on the check including the MICR line
- Other information placed on the item prior to the time an image of the item is captured, such as any required identification written on the front of the item and any endorsements applied to the back of the item
- routing transit number
- account number
- check amount when encoded, the serial number and the process control field

You are responsible for reviewing and validating the quality of image and ensuring that all information specified above is captured. Substandard images (including without limitation due to improperly maintained equipment (scanners)) are your responsibility, including any claims made by payor/payee.

EXPRESS DEPOSIT LIMITS

The total number of Qualifying Items that can be transmitted to us under this Agreement is limited to 5 per day. The total dollar amount of Qualifying Items that can be transmitted to us under this Agreement is limited to \$5,000.00 per day.

RECEIPT DEADLINE

The deadline (Receipt Deadline) for our receipt of Express Deposits is 4:00 p.m. on a Banking Day. Any Express Deposits not received on a Banking Day or not received in their entirety by the Receipt Deadline on a Banking Day will be considered to have been received on the next Banking Day.

QUALIFYING IMAGE REJECTION DEADLINE

The Rejection Deadline for our sending you rejections with respect to Qualifying Items included in your Express Deposit is 4:00 p.m. the next Banking Day after we receive the Express Deposit. We will send you notification of any rejected Qualifying Items via email and the rejections will be effective when sent whether or not they are received by you. Such rejections will reasonably identify each of the Qualifying Items rejected.

RETENTION / DESTRUCTION OF ORIGINAL ITEMS

You will write "scanned" and the date that the Express Deposit was made at the top of each paper original after the Express Deposit is made. You will retain and preserve the paper original for the period of sixty (60) days following your receipt of the statement showing the Express Deposit, and will destroy it immediately after the expiration of that period.

FEES

You will pay us fees for Express Deposit services, if any, in accordance with our most current Fee Schedule. Applicable fees will be charged to your Account. If your Account has insufficient funds to cover fees, we may deduct the fees from any other account maintained by you with us. Other fees, such as insufficient funds fees, may apply to your Account.

ACCEPTANCE REQUIRED

We will credit your account for a Qualifying Item included in an Express Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in an Express Deposit for any reason or for no reason at all.

PROVISIONAL CREDIT ONLY

Any credit to your Account of a Qualifying Item included in an Express Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of endorsement or lack of endorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in an Express Deposit that is lost, stolen, or returned. You will indemnify us and hold us harmless from any loss you may incur as a result of our lawfully reversing a provisional credit to your Account.

FAILURES OR ALTERATIONS IN TRANSMISSION

We will not be liable for any failures or alterations in the transmission of Express Deposits to us.

PRESENTMENT/COLLECTION

Presentment and collection of Qualifying Items included in Express Deposits will be by any means and through clearing agents we deem appropriate, and you consent to any applicable clearing house rules.

FUNDS AVAILABILITY

Funds from Qualifying Items included in Express Deposits will be available to you at such times after their acceptance for deposit under this Agreement as they would be available to you after their acceptance for deposit had they been deposited as paper originals in person to one of our employees at our branches. [Please refer to our Funds Availability Policy for specific information as to when funds are made available.] Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Express Deposit.

WARRANTIES

Unless prohibited by law, by making Express Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Express Deposits;
- That only paper originals of bona fide Qualified Items have been scanned for Express Deposit;
- That each of the Qualifying Items included in your Express Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Express Deposits;
- That you will not deposit or redeposit the paper originals of the Qualifying Items included in your Express Deposits or make any other deposits or redeposit of such Qualifying Items without our informed consent;
- That we will not suffer any loss as a result of your Express Deposits;
- That we will not suffer any loss as a result of your retention or destruction of paper originals of Qualifying Items included in your Express Deposits;
- That all information you provide to us regarding your Express Deposits will be accurate;
- That your Express Deposits and all information you provide to us will be virus-free;
- That your Express Deposits will not violate any U.S. laws; and
- That you have performed and will perform all your obligations under this Agreement.

CHARGEBACKS

If Qualifying Items or other items deposited by you are dishonored and returned unpaid by the drawee institution, or are returned by a clearing agent for any reason, including but not limited to issues relating to the quality of the image or duplication of the item, you understand and agree that, since you either maintain the original item or have destroyed the original item in accordance with this Agreement, the original item will not be returned and we may charge back the item to your Account. You understand and agree that the item may be in the form of an electronic or paper reproduction of the original item or a substitute check. Unless otherwise instructed by the Credit Union, you agree not to deposit the original item or other debits as previously described.

STATEMENTS

You will examine your statement of account and report to us any alterations or unauthorized signatures purporting to be yours or on your behalf relating to Express Deposits that you discover, or reasonably should have discovered by examining your statement, with reasonable promptness. Reasonable promptness for this purpose will not exceed 30 days from when the statement was first sent or made available to you. If you do not make such a report within reasonable promptness, you cannot assert against us such alterations or unauthorized signatures, or any others made by the same wrongdoer before we receive such a report, unless we failed to exercise good faith, or failed to exercise reasonable care. If we failed to exercise reasonable care, the loss will be allocated between you and us according to the extent to which your and our failure to exercise reasonable care contributed to the loss. In addition, if you do not discover and report to us any such alterations or unauthorized signatures or any other issues regarding Express Deposits within 60 days from when the statement was first sent or made available to you, you cannot assert them against us, even if we failed to exercise reasonable care.

INFORMATION AND ACCESS

You will promptly provide us with any information, including financial information, that we request that it is pertinent in any way to your Express Deposits or this Agreement. In addition, upon our request you will provide us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this Agreement.

RELATIONSHIP TO OTHER AGREEMENTS AND DISCLOSURES

The terms of the Credit Union's Funds Availability Policy and your Deposit Account Agreement(s) with the Credit Union are incorporated by reference and made a part of this Agreement. This Agreement supplements but does not replace any agreement(s) between you and us pertaining to your accounts, including those mentioned in the preceding sentence. In the event of any inconsistency between such agreement(s) and this Agreement, then this Agreement shall control to the extent necessary.

CIRCUMSTANCES BEYOND OUR CONTROL

We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the result of circumstances beyond our control, including, but not limited to: legal constraint, interruption of transmission or communication facilities, equipment failure, or war or emergency conditions.

STANDARD OF CARE

Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

LIMITATION ON DAMAGES

Unless otherwise required by law, we will not under any circumstances be liable for attorneys' fees; litigation expenses; or consequential, special, incidental, indirect, or punitive damages.

DURATION AND TERMINATION

This Agreement will continue until it is terminated. We can terminate it immediately without notice if you are in default or if we suspect you are engaged in illegal activity. Either party can terminate this Agreement without cause by giving 30 days advance written notice of termination.

CHANGES

We can change the provisions of this Agreement other than the above stated right to terminate without cause, by giving you 30 days advance written notice of the changes.

WAIVER

We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

ASSIGNMENT

You are not entitled to sign this Agreement or your rights and obligations under this Agreement without our consent.

BENEFIT

This Agreement is for your benefit and our benefit only, and no other entities have rights under this Agreement.

INVALIDITY

The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

GOVERNING LAW

This Agreement will be governed by the laws of the Commonwealth of Massachusetts.



Express Deposit Agreement

Please print clearly and complete all fields.

Member/Business Name: _____

Tax ID Number: _____

Address: _____

Phone Number: _____

Email Address: _____

Account Number(s): _____

Your signature below indicates that you have read and fully understand all of the terms and conditions of this Agreement and that you are knowingly applying for access to the Express Deposit service. You will be notified of the acceptance or rejection of this Agreement within 2 business days via the email address listed above.

Member's Signature: _____

Date: _____

SMCU Representative: _____

Date: _____