

GREATER EASTERN CU

Online Agreement and Disclosures- Remote Deposit Capture (RDC)

Introduction

The use of Greater Eastern CU Online Services constitutes acceptance of this agreement and disclosures.

Greater Eastern CU Online Services are designed to assist members in communicating with the credit union and providing various means to send and receive data services related to member accounts.

Greater Eastern CU offers several options for members to access Online Services including downloadable mobile apps for popular mobile devices, desktop banking, TXT banking, and a digital banking website optimized for mobile devices. Available services include access to account information, various account fund transfers, mobile remote deposit services, and other related services. Any additional Greater Eastern CU Online Services and features added in the future will be governed by this Agreement and Disclosure and by any terms and conditions provided to the member at the time the new service or feature is added, or at the time of enrollment for the feature or service if applicable. Greater Eastern CU may amend these terms and modify or cancel Online Services periodically without notice, except as required by law.

Each member account at Greater Eastern CU is also governed by the applicable account disclosure/agreement and Truth In Savings disclosure provided at account opening.

Definitions

As used in this Agreement and Disclosure, the following words will have the definitions given below:

'Account(s)' means your eligible Greater Eastern CU checking, savings, loan, share certificates and other Greater Eastern CU products and services that can be accessed through Greater Eastern CU Online Services.

'Device' means any computer such as a PC, Mac, iPad, Tablet, or any cellular telephone, smartphone, or similar wireless communication device onto which software provided by Greater Eastern CU has been downloaded, or which allows SMS text communications, for the purpose of conducting business with Greater Eastern CU. Wireless carriers may assess additional fees for data or text messaging services. Members should consult their plan or wireless provider for details.

'Online Services' means any banking and/or communication services initiated between a member and Greater Eastern CU using a Device.

'Member(s)' mean account holders who have applied and received authorized access to their Account(s) through the Greater Eastern CU Mobile Banking Service.

'GECU' and 'Credit Union' means Greater Eastern CU.

Online Services

To utilize GECU Online Services, members must be enrolled in GECU Digital Banking through the GECU website at <https://www.greatereastern.org/>.

Using GECU Online Services allows members to access personal account information, use bill pay, transfer funds between accounts, deposit items remotely, view account statements and conduct other banking transactions and inquires. All services may not be available on all devices because of device or other technical service limitations.

GECU reserves the right to limit the types and number of eligible accounts and the right to refuse any transaction requested through GECU Online Services. GECU may also reserve the right to modify the scope of available Online Services at any time.

GECU Online Services may not be accessible over some wireless, or wired network carriers or providers. In addition, services may not be supportable for all Devices. GECU cannot guarantee and is not responsible for the availability of data services provided by member mobile carriers, or any network, such as-but not limited to, data outages, connectivity outages, or 'out of range' issues.

Members agree to accept responsibility for learning how to use GECU Online Services in accordance with the instructions and agree to contact GECU directly for any service-related issues with GECU Online Services.

GECU may modify or update any GECU Online Service periodically at credit union discretion. In the event of any modifications, members will be notified prior to implementation of modifications. Members are responsible to

review service updates for adept usage of each modified service. Members accept responsibility for proper use of their personal device.

GECU will not accept liability for any losses caused by improper use of GECU Online Services or Member Devices. Members agree that, when accessing GECU Online Services, Members remain subject to the terms and conditions of existing agreements with any unaffiliated service providers, including, but not limited to, member mobile service providers and that this Agreement does not amend or supersede any of those agreements. Members understand that those agreements may include fees, limitations and restrictions which might impact use of GECU Online Services (such as data usage or text messaging charges imposed by member mobile service providers), Members agree to be solely responsible for all such fees, limitations, and restrictions. Members agree that only their mobile service provider is responsible for its products and services. Accordingly, members agree to resolve any problems with their provider directly without involving GECU.

Any deposit account, loan or other credit union product accessed through GECU Online Services is also subject to the Account Agreements and Disclosures provided at account opening. Members should review the Account disclosures carefully, as they may include transaction limitations and fees which might apply to use of GECU Online Services.

Limitations on Account Transfers

Members may use GECU Online Service products to transfer funds between eligible GECU accounts. Members may not transfer to or from an account at another financial institution using GECU Online Services.

Federal regulation (Reg. D) requires financial institutions to limit the way withdrawals may be made from a savings account. Each transfer from a savings account using GECU Online Services is counted as one of the six (6) limited transactions permitted during each monthly statement cycle period, as described in the Disclosure of Account Terms. GECU may also limit the type, frequency, and number of transfers for security purposes and may change or impose limits without notice, at credit union discretion.

Mobile Deposit Capture

Deposits to your GECU account may be made remotely using your smart phone device by submitting an image of the front and back of a check.

A suitability review will be done for all new and existing members with consideration of the member length of membership, transaction activities, overdraft history, frequency, and amount of direct deposit and overall relationship with the credit union. Eligible Items for Deposit through Remote Deposit Capture are 'checks' as defined in Federal Reserve Regulation CC. Members agree that the image of the check transmitted to us shall be deemed an 'item' within the meaning of Article 4 of the Uniform Commercial Code.

Unacceptable Items for Deposit include:

- * Checks drawn on a foreign bank
- * Money orders
- * Travelers checks
- * Checks payable to an individual **not** on the account
- * An item drawn on your account at Greater Eastern CU
- * An item that contains evidence of alteration
- * A check previously converted to a 'substitute check', as defined in Regulation CC
- * A stale dated, expired, or postdated item
- * Any item that has been re-deposited or returned such as 'non-sufficient funds' or 'Refer to maker' or any other reason
- * Cash
- * Savings Bonds

Deposits made through GECU Mobile Banking using the GECU Remote Deposit Capture method will follow the same availability requirements as any other deposit received from members. Regular hold times are as follows:

- * All checks deposited on one business day will be combined for an aggregate amount
- * The first \$200 will be made available the 1st business day after the day of deposit
- * The remaining amount will be made available the 2nd business day after the day of Deposit not to exceed the

\$2500 daily limit

* All credit is provisional until credit has been received by the paying financial Institution

GECU reserves the right to extend any hold placed in an emergency where there is a failure of communications or computer equipment and if the credit union has any reason to believe an item will not be paid.

Members agree that any items submitted for deposit using GECU Remote Deposit Capture service include the following Endorsement, Retention and Disposal requirements:

* Members agree to properly endorse the check on the back as it appears on the Payable to line and the words FOR MOBILE DEPOSIT ONLY GREATER EASTERN CU are required

* Members agree to securely store each original deposited check using these services for a period of at least sixty (60) days. After sixty (60) days and no later than ninety (90) days after original transmission of the check, the member may safely destroy the original check

* Members agree to never re-present a check for deposit

* Members understand and agree that they are responsible for any loss caused by failure to secure the original checks

*Members will promptly provide any retained check to GECU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any check, or for GECU audit purposes. If members are unable to provide the credit union with the original check requested, members will be liable for any unresolved claims by third parties.

*GECU Remote Deposit Capture items will credit to member accounts on business days (Monday through Friday provided there is no Federal Holiday) between 8:00AM and 4:30PM daily.

Fees Charged for Online Services

Currently, GECU does not charge fees for subscribing to or using GECU Online Services. However, the credit union may assess fees as described in the applicable product or Account Disclosure Statement or current fee schedule.

GECU reserves the right to institute or change fees for GECU Online Services by sending prior notice to members.

Responsibilities

Members represent that they are the legal owner of the Accounts and other financial information which may be accessed using GECU Mobile Banking. Members represent and agree that all information provided to GECU in connection with any GECU Online Service is accurate, current, and complete, and that they have the right to provide such information to GECU for the purpose of using GECU Online Services. Members agree not to misrepresent their identity or account information. Members represent that they are an authorized user of the Device they will use to access GECU Online Services. Members understand that they are solely responsible to verify that any items deposited using the GECU Remote Deposit Capture have been received by the credit union.

Unavailability of Services

Members understand and agree that the GECU Online Services may at times be temporarily unavailable due to system maintenance or technical difficulties. In the event any of the services included in GECU Online Services are unavailable, members acknowledge that accessing account information, depositing an original check, or conducting other business may be accessible at GECU branch locations or by mail.

Security

Members agree to take every precaution to ensure the safety, security and integrity of personal accounts and transactions when using GECU Online Services. Members agree not to leave Devices unattended while logged into GECU Digital Banking, GECU Mobile Apps, or any other GECU service and to log off immediately at the completion of each access. Members agree not to provide any personal access information to any unauthorized person. If other persons are permitted to use any personal device, login information or any other means to access GECU

Online Services, members will be held responsible for any transactions the other person authorizes and GECU will not be liable for any damages resulting to members.

GECU makes no representations that any GECU Online Service will be available for use in locations outside of the United States.

Conduct

Members agree not to use GECU Online Services or the content, or information delivered through any GECU Online Services, in any way that would be considered illegal.

Lost or Stolen Device or Password; Unauthorized Transfers

If a member believes their username (Login ID), password, or any access device has been lost or stolen, or that someone has transferred or may transfer funds from their account without authorization, contact GECU AT ONCE at **423-283-4300**. For a description of member and the Credit Union's responsibilities and liability with respect to unauthorized transactions review the appropriate sections of the account Deposit Agreement.

In Case of Errors or Questions about Your Account

Please refer to the Deposit Agreement provided at account opening for a description of the error resolution process as well as how transfer and deposits are processed on member accounts. If members need a copy of the agreement or have additional questions regarding GECU Online Services, please contact GECU e-Services Department by using one of the following methods:

- * Telephone at **(423) 283-4300 Option 3**
- * Email **memberservice@greatereastern.org**
- * Send a message directly from your **Greater Eastern** digital banking account
- * **Greater Eastern CU**
Member Services Department
P.O. Box 5130
Johnson City, TN 37602

Privacy

The GECU Digital Banking database is a private system operated for the exclusive use of GECU members. GECU uses SSL encryption and digital server authentication to ensure the privacy of member information when sending data between the GECU Digital Banking server and a member PC.

All Digital Banking logins are logged by the server. For authenticated members who use GECU Digital Banking, GECU collects and stores certain information such as how often members visit the Digital Banking section, dates, and times of visits and which pages are being used. GECU uses this information for internal review and product evaluation only. GECU never sells, transfers, or trades this information unless required by law.

GECU gathers and stores additional information available from failed login attempts and other activity considered to be a threat to credit union systems. In these cases, GECU shares this information with other companies, agencies, and law enforcement officials as determined necessary or as required by law.

Protecting Children's Online Privacy

GECU does not knowingly collect, nor are GECU Online Services designed or directed, to use personal information from children under the age of 13 without containing verifiable consent from their parents. Should a child whom GECU knows to be under the age of 13 send personal information to the credit union, GECU will only use that information to respond directly to that child, seek parental consent or provide parental notice.

Operating Systems and Security

GECU Online Services are designed to operate using World Wide Web technologies and protocols which are adaptable to a wide range of systems, as well as operating systems and technologies specific to Devices for which GECU provides downloadable apps. GECU Online Services use SSL encryption and other methods designed to insure private data transmissions

GECU uses cookies to help the credit union administer the GECU Digital Banking system. Some browsers allow users to reject cookies from servers. If a member does not allow GECU to set a cookie upon entering the site, members will not be able to log in. The cookie GECU sets contains information needed for security. GECU places the cookie with instructions that it may only be sent to a server in the GECU Digital Banking domain (homecu.net). A cookie cannot be used to extract data from your Device. GECU does not store member Access Codes, User IDs or Passwords in the cookie. GECU does however, allow the storage of member Login IDs on most GECU downloadable apps.

Indemnification

Unless caused by intentional GECU misconduct or gross negligence, members agree to indemnify, defend, and hold harmless Greater Eastern CU its officers, directors, employees, consultants, agents, service providers, and licensors from all third-party claims, liability, damages, expenses, and costs caused or arising from (1) a third-party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with GECU Online Services; (2) member violation of any law or rights of a third party; or (3) member use or use by a third party of any GECU Online Services.