
GREENWELL FINANCIAL REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM

THIS REMOTE DEPOSIT CAPTURE SERVICE ADDENDUM (hereinafter, this "Addendum") is made by and between SkyOne Federal Credit Union dba Greenwell Financial ("Greenwell 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 Addendum and this Addendum thereby becomes a part of the MTMSA. This Addendum applies to all Remote Deposit Capture Services made available by Greenwell Financial to Member pursuant to this Addendum (hereinafter the "Service"). The Service may be used in conjunction with the Online Banking System Addendum (or "Online Banking Service"), and this Addendum shall be construed consistently with the terms of the MTMSA, as applicable. Unless otherwise defined herein, the terms used in this Addendum 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 Addendum 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 the Member to make deposits to Member's checking or savings accounts from remote locations by scanning checks and delivering the images and associated deposit information to Greenwell Financial or Greenwell Financial's designated processor. Please refer to our Schedule of Service Charges for any charges associated with the Services.

Acceptance of these Terms: Your use of the Services constitutes your acceptance of this Addendum, which is subject to change from time to time. We will notify you of any material change pursuant to the notice requirements of the MTMSA. Your continued use of the Services indicates your acceptance of the revised Addendum. Further, Greenwell 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. Greenwell Financial cannot assume responsibility for any technical or other difficulties or any resulting damages that Member may incur. Some of the Services have qualification requirements, and Greenwell Financial reserves the right to change the qualifications at any time without prior notice. Greenwell Financial reserves the right to change, suspend or discontinue the Services, in whole or in part, or Member's use of the Services, in whole or in part, immediately and at any time without prior notice.

Eligible items: Member agrees to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). Member agrees that the image of the check transmitted to Greenwell Financial shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. Member agrees that it 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 the Member.
- II. Checks or items drawn or otherwise issued by the Member 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 Greenwell 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 Greenwell Financial.

Image Quality: The image of an item transmitted to Greenwell 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: Member agrees to restrictively endorse any item transmitted through the Services as "For mobile deposit only at Greenwell Financial FCU". Member agrees to follow any and all other procedures and instructions for use of the Services as Greenwell Financial may establish from time to time.

Receipt of Items: Greenwell Financial reserves the right to reject any item transmitted through the Services, at its sole discretion, without liability to the Member. Greenwell Financial is not responsible for items Greenwell Financial does not receive or for images that are dropped during transmission. An image of an item shall be deemed received when the Member receives a confirmation from Greenwell Financial that it has received the image. Receipt of such confirmation does not mean that the transmission was error-free or complete.

Availability of Funds: Member agrees that items transmitted using the Services are subject to the Fund's Availability Policy in the Business Account Agreement. Greenwell Financial may generally 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 the Member's relationship with Greenwell Financial, transaction and experience history, and such other factors as Greenwell Financial, in its sole discretion, deems relevant. Generally, if the funds from the Member's deposit will be available later than the time shown above, Greenwell 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 Greenwell Financial, or the deposit is made, whichever is later.

Disposal of Transmitted Items: Upon Member's receipt of a confirmation from Greenwell Financial that it has received the image of an item, Member agrees to prominently mark the item as "Electronically Presented" and securely store the item for 180 days after presentment. After 60 days you will properly dispose of the item to ensure that it is not represented for payment. Member agrees never to represent the item. Member will promptly provide any retained item, or a sufficient copy of the front and back of the item, to Greenwell Financial as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for Greenwell Financial's audit purposes.

Deposit Limits: Greenwell Financial reserves the right to impose limits on the amount(s) and/or the number of deposits that Member transmits using the Services and to modify such limits from time to time.

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

Errors: Member agrees to notify Greenwell Financial of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Greenwell Financial account statement is sent to the Member. Unless the Member notifies Greenwell Financial within 60 days, such statement regarding all deposits

made through the Services shall be deemed correct, and Member is prohibited from bringing a claim against Greenwell Financial for such alleged error.

Presentment: The manner in which the items are cleared, presented for payment, and collected shall be in Greenwell Financial's sole discretion and is subject to the Business Account Addendum governing the Member's Account.

Member's Warranties: Member makes the following warranties and representations with respect to its use of the Services and each image of an original check transmitted to Greenwell Financial using the Services: (a) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check. (b) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate. (c) Each check submitted to Greenwell Financial for deposit will not be resubmitted in any format to us or to any other person for payment and will not cause the same drawer's account to be debited twice. (d) Other than the digital image of an original check that Member remotely deposits through the Services, there are no other duplicate images of the original check. (e) Each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check. (f) Member has not knowingly failed to communicate any material information to Greenwell Financial. (g) Member will retain possession of each original check deposited using the Services for the required sixty (60) day retention period and neither Member nor any other party will submit the original check for payment. (h) Member will not use the Services and/or your accounts for any illegal activity or transactions. (i) Files and images transmitted to Greenwell Financial will contain no viruses or any other disabling features that may have an adverse impact on Greenwell Financial's network, data, or related systems. (j). Each check Member submits for deposit is drawn in United States dollars on a financial institution located in the United States, excluding its territories.

Member agrees to indemnify and hold harmless Greenwell Financial from any loss for breach of this warranty provision.

Ownership & License: Member agrees that Greenwell Financial retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Member's use of the Services is subject to and conditioned upon Member's complete compliance with this Addendum. Without limiting the effect of the foregoing, any breach of this Addendum immediately terminates Member's right to use the Services. Without limiting the restriction of the foregoing, Member may not use the Services: (i) in any anti-competitive manner; (ii) for any purpose which would be contrary to Greenwell Financial's business interests; or, (iii) to Greenwell Financial's actual or potential economic disadvantage in any aspect. Member may use the Services only for business use in accordance with this Addendum. Member 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: Member agrees its use of the Services and all information and content (including that of third parties) is at its own risk and is provided on an "as is" and "as available" basis. Greenwell Financial disclaims 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. Greenwell Financial make no warranty that the Services: (i) will meet the Member's 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: Member agrees that Greenwell Financial 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 the Member or any third-party arising from or related 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 Greenwell Financial has been informed of the possibility thereof.

Other terms: Member may not assign this Addendum, which is entered into in the State of CA A determination that any provision of this Addendum is unenforceable or invalid shall not render any other provision of this Addendum 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 California without regard to its conflicts of rules and the laws of the United States.