



E-Deposit Agreement

350 Capitol Street, Room 156, Charleston, WV 25301
Phone: (304) 721-4145 Fax: (304) 340-7090
Web: www.wvunited.org Email: mail@wvunited.org



www.myspace.com/wvunitedfcu

My Agreement With WV United

Whereas, WV United FCU provides certain check clearing services known as "E-Deposit," whereby Member uses an imager specified by WV United FCU to scan paper checks to create an image cash letter file to send to WV United FCU. Images captured will be transmitted to WV United FCU, processed by WV United FCU and then sent to the Federal Reserve and / or a correspondent check clearing network, enabling Member to clear their daily check deposits electronically as images, instead of physically transporting the checks to a local depository. Member is responsible for having adequate equipment, telecommunications, and plans for contingency planning. Member is likewise responsible to ensure that the checks scanned meet the ANSI X9.37 standards for image quality. Member will cooperate with WV United FCU in the event WV United FCU needs assistance in the balancing of transactions, or such items will be placed in suspense by WV United FCU pending resolution;

WHEREAS, Member desires to use such services, under the conditions set forth herein; Now, therefore, WV United FCU and Member hereby agree as follows:

Services

Provision of Services. Subject to the terms and conditions of this Agreement, WV United FCU agrees to make the Services available for Member. The Services to be provided to Member shall include only those Services expressly set forth in or attached to the Member Agreement. WV United FCU shall have the right to determine, in its sole discretion, the nature and extent of the Services to be provided. The Services are the sole property of WV United FCU, and Member has no rights in any of them, or any other property of WV United FCU or its suppliers, other than those rights expressly granted under this Agreement.

Modifications to Services. WV United FCU reserves the right to modify the Services from time to time without making prior notice to Member or any Client, provided, however, that WV United FCU will give Member at least 30 days notice prior to making any modifications to the Services that would materially alter their functionality.

Charges

Service Fees. Member shall pay all fees and charges that WV United FCU may, from time to time, impose for the performance of the Services (the "Service Fees"), which Service Fees are due and payable immediately upon receipt of invoice by Member. All Service Fees are subject to change by WV United FCU upon 60 days written notice to Member. Member acknowledges and agrees that it is solely responsible for the payment of all Service Fees.

Confidentiality

Confidential Information. Member acknowledges that the Services, any database, and any proprietary data, processes, methods, information, or documentation disclosed or made available as part of the services (other than those which are or become part of the public domain), are the exclusive and confidential property of WV United FCU. Member should use the same care and discretion that it does with respect to its own confidential property, but in no event less than reasonable care. Upon termination of this Agreement for any reason, Member shall return to WV United FCU any and all copies of the Confidential Information which are in its possession and control.

Non-Disclosure. Member agrees not to discuss or reveal this Agreement or any fees and charges specified in this Agreement with anyone.

Representations and Warranties

Member Specific Recommendations. Member represents and warrants to WV United FCU that:

- Both it and the clients with whom it does business are reputable and are not using WV United FCU as a conduit for money laundering or other illicit purposes;
- None of its transactions to be processed by WV United FCU are prohibited by any applicable law, regulation, rule, order, or judgment; and
- None of Member's employees are a national of a designated blocked country or "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization," as defined by the United States Office of Foreign Assets Control.

Substitute Checks. WV United FCU represents and warrants that it has the capability to receive image files and initiate Image Replacement Documents. WV United FCU agrees to remain the Reconverting Bank for all purposes under the Check Clearing Act for the 21st Century, and its implementing regulations ("Check 21") and makes all warranties there under.

Limitation of Liability

Member's Duty to Report Errors. Member shall notify WV United FCU of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one Business Day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within 14 days of the



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date of the earliest notice to Member which reflects the error. Failure of Member to notify WV United FCU of any error, omission, or other discrepancy within a seven-day period from the date of loss shall relieve WV United FCU of any liability for such error, omission, or discrepancy.

WV United FCU's Performance. Member acknowledges and agrees WV United FCU shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by WV United FCU in performing the Services, in accordance with or unintentional deviation from the terms and conditions of this agreement, including exhibits or addenda. Member acknowledges that WV United FCU's systems and procedures established for providing the Services are commercially reasonable. Members to defend, indemnify, and hold WV United FCU harmless from and against all liability, damage, and loss arising out of any claims, suits, or demands brought by third parties with respect to any Substitute Checks, including without limitation liability arising out of WV United FCU's keying errors on reject items.

Limitation. WV United FCU shall have no liability to Member, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Services [regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose], except as provided by applicable law for any error or delay in performing the Services provided for in this Agreement, and shall have no liability for not effecting an Entry, if:

- WV United FCU receives actual notice or has reason to believe that Member has filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
- The ownership of funds involving an Entry or the Authorized Representative's authority to transmit an Entry is in question;
- WV United FCU suspects a breach of the Security procedures;
- WV United FCU suspects that the Member account has been used for illegal or fraudulent purposes; or
- WV United FCU reasonably believes that an Entry is prohibited by federal law or regulation, or otherwise so provided in the Agreement.

WV United FCU will not be liable if Member fails to report timely any error or discrepancy reflected in a Statement prepared by WV United FCU, or if Member fails to report a breach of a security procedure.

If WV United FCU fails to perform under this Agreement in accordance with the standards set herein, WV United FCU's liability for damages, losses, and other compensation owing to Member shall be limited to interest set at the average Federal Funds rate as set by the Richmond district of the Federal Reserve for the period during which such breach of the Agreement remains uncorrected.

WV United FCU shall not be liable for any loss, damage, liability, or claim arising directly or indirectly from any error, delay, or failure to perform hereunder which is caused by earthquakes, fires, natural disasters, civil or foreign disturbances, power outages, acts of government, labor disputes, failures in either communication or computer networks, legal constraints, or any other event beyond its control.

In no event will WV United FCU be liable for any indirect, consequential, punitive, or special damages.

WV United FCU will also be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in it exceeding any limitation imposed on it by any governmental or regulatory body.

Liability for Fines. Member shall be liable for all fines levied against WV United FCU by the National Automated Clearing House Association for any violation of the ACH Rules arising from Member's intentional misconduct or negligence.

Member's Obligations

Compliance. Member agrees to abide by all federal and state laws, and rules and regulations applicable to banking transactions, including those of the National Automated Clearing House for ACH transactions.

Member's Representations and Warranties. Member represents and warrants that all items scanned through image transport are made payable to Member, that all signatures on each check are authentic and authorized, and that each check has not been altered.

Fees. Member agrees to pay timely to the WV United FCU the processing fees for each processed item.

Returns after Termination. If WV United FCU receives a returned item or ACH return for a check deposited by Member after Member has terminated this Agreement, then Member agrees that WV United FCU may debit Member's account, or if such account has been closed by Member, WV United FCU will send a request for payment to the Member, and Member agrees to pay WV United FCU within a commercially reasonable time afterwards.

Controls. Member agrees to have controls in place to ensure that all checks processed through image capture equipment are destroyed within a commercially reasonable period of time, typically 30 days. No check transmitted to WV United FCU shall be deposited into any WV United FCU causing funds to be debited twice from the account of the check writer. Member agrees to be responsible for all consequential damages resulting from lack of proper controls over processed checks.



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WV United FCU's Obligations

Payment of Deposits. Member shall receive same day credit for all items processed and transmitted successfully to WV United FCU by 3:00 PM EST.

Returns. When an Image Replacement Document is returned, it will generally be received by WV United FCU within 5 business days.

Reports. WV United FCU shall provide Member with daily reports via their online banking website, detailing items processed, return items, and deposit adjustments.

Retention of Check Images. WV United FCU will retain the image cash letter file for 7 years.

Additional Provisions

Confidentiality. Each party warrants and mutually agrees that all information concerning the other party which comes into its possession shall be maintained as confidential and shall not be used except as necessary to permit activities contemplated by this Agreement, except that WV United FCU may advise potential users of this service that Member has a relationship with WV United FCU.

Account Opening Documentation and Disclosure Agreement. WV United FCU's standard Disclosure Agreement and Account Opening Documentation requirements are incorporated by reference into this Agreement. Generally, for a Corporation, this would include: Articles of Incorporation, Resolution or signature card signed by the Corporate Secretary, By Laws, Tax ID number, business license, and current financial statements, if applicable. For underwriting purposes, we will also require a description of the Member's business and / or product offering. In each case, Member must establish an Account with WV United FCU. WV United FCU will prepare signature cards, and verify Member's identity with appropriate BSA and Patriot Act verification.

Limitation of Liability. WV United FCU's liability to Member, or third parties, under this Agreement, shall in every case be limited to correcting, reversing, or otherwise making accurate any debit or credit initiated by WV United FCU. Except as specifically required by law, Member agrees that WV United FCU shall not be responsible for any damages, loss, or property damage incurred as a result of Member using WV United FCU's services set forth in this Agreement.

Miscellaneous. This Agreement contains the entire Agreement between WV United FCU and Member concerning WV United FCU's remote deposit service. If any provision of the Agreement is deemed unenforceable, the remaining provisions will still be enforceable. No modification or waiver of this Agreement shall be effective or enforceable unless in writing and signed by the parties thereto.

Accepted for Member:

X _____
My Signature My Printed Name Date

Accepted for WV United FCU:

X _____
My Signature My Printed Name Date

This space for credit union use only