Merchant Remote Deposit Capture Agreement

This Merchant Remote Deposit Capture Services Agreement ("Agreement") is entered into between Elizol Progressive Federal Credit Union ("we," "us," "our," and "Credit Union") and ______________________________ ("you," "your," and "Member"), and forms part of the Membership and Account Agreement between Member and Credit Union. By signing below, entering into this Agreement, or using the Product and/or Services, Member and all persons Member has authorized to use the Services (the "Authorized Users") agree to be bound by the terms of this Agreement. In the event of conflicts between the terms of this Agreement and the terms of the Membership and Account Agreement, the terms of this Agreement shall control.

1. **Background.** Credit Union offers the Product and Services for the conversion of Checks to Substitute Checks or Image Exchange Items, which would enable Member to transmit paper checks converted to Imaged Items to Credit Union for processing and deposit into an eligible business share account (including a business share draft account) of Member maintained at Credit Union ("Account").

2. **Definitions.** Capitalized terms defined in this Agreement shall have the meanings indicated in this Agreement (including in Schedule "A").

3. **Services.** Credit Union will provide to Member the Product and Services described in this Agreement to enable Member to transmit Imaged Items to Credit Union or the Credit Union's designated processor to be cleared as Substitute Checks or Image Exchange Items. Credit Union may choose, in its sole discretion, the method used to present and clear Imaged Items. The Services may be provided by a designated service provider of Credit Union. Credit Union has no obligation to disclose service provider arrangements to Member, and Credit Union shall not be required to obtain Member's consent to modifications of any such arrangements. Member authorizes Credit Union and its service provider to take all actions necessary to provide the Services. Credit Union and Member will comply with the terms and provisions of this Agreement with respect to the use of the Product and the performance of the Services.

4. **Member Financials; Credit Reports.** Member agrees to provide its financial information to us on request. Member and the Authorized Users authorize us to access and review their consumer credit reports, including without limitation, eFunds and ChexSystems reports, in connection with Member's application for and use of the Services, and from time to time thereafter for as long as Member and such Authorized User remains a user of the Services.

5. **Implementation.** Member will capture digitized images of Checks using Software provided by Credit Union or other Software acceptable to Credit Union, and will ensure that the output files are compatible with the Product. Any software necessary shall be maintained by Member, except as the parties may otherwise agree in writing, and must meet technical specifications acceptable to Credit Union. Member shall transmit its output files as provided in the Documentation, which is incorporated herein by reference.

6. **Member Responsibilities.** In connection with the Product and the Services, Member shall comply with the following:

   6.1. Member's General Responsibilities.

   6.1.1. Member shall maintain one or more Credit Union Accounts at Credit Union for the receipt of deposit of Imaged Items. Member additionally must be