

BUSINESS REMOTE DEPOSIT SERVICES AGREEMENT

A. Introduction

This Remote Deposit Services Agreement (the "Agreement") governs the use of **Southern Security's Remote Deposit Services** (the "Service"). The Service allows you to operate an image scanner device specified by the Credit Union to scan paper checks to create an image cash letter file to send to Credit Union through the System. This Agreement establishes the terms and conditions for electronic access to the remote deposit capture system (the "System"). When you use any of the Service(s) described in this Agreement, you agree to the terms and conditions of this Agreement.

For purposes of this Agreement, the words "we," "our," "us," "Credit Union" and other similar terms mean **CREDIT UNION**. "You," "Your," "User," "Customer," "Company" and other similar terms refer to the account holder named below and anyone else authorized by that account holder to exercise control over account holder's deposits through the Service. "Account" or "accounts" means your accounts at the Credit Union.

B. Rules, Laws and Regulations

You agree to abide by and comply with all local, state, and federal rules, laws and regulations, including but not limited to, Regulation CC - "Expedited Funds Availability Act", its Subparts B, C and D (Subpart D implements the Check Clearing for the 21st Century Act (Check 21 Act)), Bank Secrecy Act (BSA), the rules of the National Automated Clearing House Association (NACHA), sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Rules"). It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.) The specific duties of the Company provided in the following paragraphs of this agreement in no way limit the foregoing undertaking. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules.

C. Other Agreements

The terms and conditions of the deposit agreements and disclosures for each of your Credit Union accounts, in addition to your other agreements with the Credit Union such as loans, continue to apply notwithstanding anything to the contrary in this Agreement.

D. Using Remote Deposit Service

To use the System, you must have at least one checking account at the Credit Union, acquire the computer hardware and software required to access the System, World Wide Web access via a secure Internet Service Provider (ISP), an Internet browser that supports a minimum 128 bit encryption standard, anti-virus software, and a valid e-mail address. Once we have received your signed Remote Deposit Services Enrollment Form, and verified your account information, we will send you by e-mail your assigned User ID, Password and Authentication Method. The System can be used to send check images for deposit to only the Credit Union accounts designated for access by the System in your Remote Deposit Services Enrollment Form. You can add, change or delete any of your Credit Union accounts by completing a new Remote Deposit Services Enrollment Form or Change Form. We undertake no obligation to monitor transactions through the System to determine that they are made on behalf of the accountholder.

E. Your Responsibility When the User ID, Password and Authentication Method are Used

When we commence your ability to access the System, we will establish access for you using a temporary Password. You will be required to change your Password upon your first login and periodically thereafter. You agree that you will not under any circumstances disclose your Password to anyone, including anyone claiming to represent the Credit Union.

Your Password will require a minimum of 8 characters with at least one upper-case letter, one lower-case letter, a number, and a special symbol (such as !, @, #, \$). Your Password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Service under your User ID, Password and Authentication Method, and you are liable for all transactions made or authorized with the use of your User ID, Password and Authentication Method. We have no responsibility for establishing the identity of any person who uses your User ID, Password and Authentication Method. You agree that if you give your User ID, Password and Authentication Method to anyone or fail to safeguard its secrecy, you do so at your own risk since anyone with your User ID, Password and Authentication Method will have access to the Service.

You agree to take appropriate steps to ensure that all User ID's, Passwords, Authentication Methods and any other applicable security procedure issued to its agents, representatives, employees or officers are protected and kept confidential.

You agree to indemnify and release the Credit Union from any and all liability, and agree not to make any claim against the Credit Union or bring any action against the Credit Union, relating to its honoring or allowing any actions or transactions that were conducted under your User ID, Password and Authentication Method or acting upon messages or authorizations provided to us using your User ID, Password and Authentication Method.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the System, whether caused by the equipment, software, the Credit Union, Internet service providers, Internet browsers, or the parties providing communication services to or from us to you. We are not liable for war, acts of government that may restrict or impair use of System services, hurricanes, floods or other disasters, nor shall we be responsible for any direct, indirect, special or consequential, economic or other damages relating in any way to the foregoing.

By directing us, through the use of the System, the Service used in conjunction with your User ID, Password and Authentication Method, you authorize the Credit Union to complete the transaction. Any requests or instructions we receive from you through the System using your User ID, Password and Authentication Method shall constitute writings with your signature as provided under all applicable law, and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the System using your User ID, Password and Authentication Method.

Your access to the System will be blocked in the event your User ID, Password and Authentication Method is entered incorrectly on 5 consecutive attempts. If this happens, please call us at 1-800-633-4128.

F. Responsibility for Administrators

The System requires you to designate an Administrator. You will provide us with your Administrator's name in the Enrollment Form. The Administrator will be responsible for maintaining your System settings and user security. You must notify us to terminate or change the Administrator.

You can use the System seven days a week, twenty-four hours a day, although some or all System options may not be available occasionally due to emergency or scheduled system maintenance. We will attempt to post notice of any extended periods of non-availability through the System or website screens.

The Administrator is also responsible for changing and maintaining the System ID and Password. The Administrator will have full access to your accounts at the Credit Union, as well as any new accounts you may open in the future which are designated to be accessed via the System.

The Credit Union will not control or oversee the Administrator function. If you accept the Administrator function, you agree to this and all action taken by the Administrator, and all such persons are your agent for purposes of use of the System or the Services. You further agree to assume all risks associated with providing your User ID, Password and Authentication Method to your agents, representatives, employees or officers.

G. Data Protection

You understand the importance of your role in preventing misuse of your accounts through the System and you agree to promptly examine your statement for each of your Credit Union accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your User ID, Password and Authentication Method are intended to provide security against unauthorized entry and access to your accounts. Notwithstanding our efforts to insure that the System is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the System, or e-mail transmitted to and from us, will not be monitored or read by others.

H. Services

Imaged Items sent to the Credit Union or the Credit Union's designated processor will be cleared as Substitute Checks, or Image Exchange Items in accordance with this Agreement.

The Credit Union may, from time to time, introduce new Services. We shall update this Agreement to notify you of the existence of these new services. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement and any updates thereto.

Information shown on the System is generally up to the minute. The available account balance may include deposits still subject to verification and may not include outstanding checks or credits. Please contact us if you have further questions.

I. Equipment

You are required to purchase individually or lease equipment from the Credit Union necessary to use the System (the "Equipment"). If you agree to lease the Equipment from the Credit Union, the prices will be listed in the Credit Union's Schedule of Fees. The Credit Union makes no warranties of merchantability or fitness for a particular purpose or any other warranty, express or implied, on or regarding the Equipment. If the Equipment fails please contact the Credit Union for a replacement scanner. The Credit Union is not responsible for any errors or failures relating to any malfunction of the Equipment, nor for any computer virus or related problems that may be associated with the use of the Equipment. The Credit Union has the right, in its discretion and at any time, to make changes to the Service that may result in the incompatibility of certain Equipment. The Credit Union shall have no duty or obligation to update or replace any Equipment purchased by you in the event of such a change. In no event shall the Credit Union be liable to you for any damages, including lost profits, lost savings, or other direct, indirect, incidental, special, or consequential damages arising out of the Credit Unions use, or inability to use, or installation of, the Equipment, or for any claim by another party relating thereto.

J. Posting of Deposits

Deposits initiated through the System before **3:30 pm CST** on a business day are posted to your account the same day. Deposits completed after **3:30 pm CST** or on a non-business day will be posted on the next business day. It is your responsibility to understand and build into your Company's transmission schedules the appropriate deadlines necessary to meet the availability schedules of the Credit Union.

You agree to communicate this information with any other persons with authorized access to your accounts concerning any transfers, payments, or other transactions from your accounts in order to avoid overdrafts.

K. Your Operational Responsibilities

1. Maintaining at least one or more checking accounts at the Credit Union eligible for the receipt of deposits of digitized images of checks.
2. Performing initial installation procedures in accordance with the Credit Union's Remote Deposit Services User Guide.
3. Using the System only for your internal business purposes.
4. Exercising due care in preserving the confidentiality of any User ID, Password, test key, or other code or Authentication Method provided by the Credit Union and to prevent the use of the System by unauthorized persons, in addition assuming full responsibility for the consequences of any missing or unauthorized use of or access to the System or disclosure of any confidential information or instructions by the customer, its employees and agents.
5. Any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image.
6. Complying with the following security procedures and those outlined in the Credit Union's Remote Deposit Services User Guide and agreeing not to bypass, override or disable any security mechanisms in the software or processing equipment:
 - A. You will comply with the instructions for using the Service contained in the Credit Union's Remote Deposit Services User Guide and those provided online when using the Service by taking reasonable steps to safeguard the confidentiality and security of any Passwords, Authentication Methods, equipment, and other proprietary property or information provided in connection with the Service.

- B. You are required to limit access to any Passwords, Authentication Methods, and equipment to persons who have a need for such access, closely and regularly monitor the activities of employees who access the Service, immediately notify the Credit Union if you have any reason to believe the security or confidentiality provisions required by this Agreement have been or may be breached, and immediately change the Password or Authentication Method if you know or suspect the confidentiality of the Password or Authentication Method has been compromised in any way.
 - C. You agree to periodically change the Password(s) including whenever anyone who has had access to the Password is no longer employed or authorized by you to use the Service. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account or any other person designated by you for that purpose at the Credit Union's discretion. The Credit Union may deny your access to the Service without prior notice if it is unable to confirm any person's authority to access the Service or if the Credit Union believes such action is necessary for security reasons.
7. Using commercially reasonable method(s) to destroy original checks after the required retention period has expired. You agree to destroy and dispose of the original checks with a high degree of care, including selecting and implementing appropriate destruction and disposal procedures. You are required to implement such procedures to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment).
 8. Retaining all information regarding your digitizing of checks as created by the System for at least **90 days**.
 9. Cooperating with the Credit Union in providing information in the event of lost, mistaken, incomplete or unusable electronic items, or in the event of claims of fraud, alteration, counterfeit or otherwise, including access to such records.
 10. Prohibited from engaging in any business or activity that:
 - A. Would result in your Company being or becoming a "money service business" as defined in the Credit Union Secrecy Act and its implementing regulations;
 - B. Knowingly accepting restricted transactions in connection with another person in unlawful Internet gambling as defined in the Unlawful Internet Gambling Enforcement Act and Regulation GG (Prohibition on Funding of Unlawful Internet Gambling); or
 - C. Directly or indirectly related to the use of the Service that is illegal or fraudulent.

L. Credit Union Operational Responsibilities

1. Delivering the proper terms, conditions and agreements as required to properly use the Service.
2. Accepting for deposit to the applicable account digitized images of checks that are transmitted to the Credit Union by you. Digitized images are deemed received upon confirmation by the Credit Union of successful receipt of the transmission of the images that are complete, usable, and adhere to the data specifications set forth in the Credit Union's Remote Deposit Services User Guide. If the digitized images are not complete, are not useable, or do not adhere to data specifications, the images may not be processed by the Credit Union, in which event your deposit will be adjusted and notification will be provided to you.
3. Immediately suspending the System or the processing of any check or corresponding electronic item if the Credit Union has reason to believe that there has been a breach in the security of the System, fraud involving your account(s) or check(s), or any uncertainty as to the authorization or accuracy of electronic items, including the right to process electronic items on a collection basis at any time; and
4. Refusing to process any non-conforming items, including without limitation any items that do not meet the definition of a "check."

The Credit Union is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission, or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond the Credit Union's control. In the event of any of the foregoing failure or delays, you are instructed to make a deposit directly with the Credit Union including the original items for processing and presentment provided that they have not been previously imaged and processed in connection with the Service. In addition, the Credit Union is excused from failing to transmit or delay in transmitting an item for presentment if such transmittal would result in the Credit Union's having exceeded any limitation upon its intraday net funds position established pursuant to Federal Reserve guidelines or if the Credit Union otherwise violates any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

M. Contact in Event of Unauthorized Access

If you believe that your User ID, Password or Authentication Method has been lost or stolen, or that someone has accessed the System without your permission, call us at 800-633-4128, or write to us at Southern Security FCU, 765 Poplar Ave, Collierville, TN 38017.

N. Confidentiality

We will disclose information to third parties about your account or the checks you deposit:

1. When it is necessary for completing deposits, or
2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
3. In order to comply with government agency or court orders, or
4. If you give us written permission.

O. Additional Disclosures

In addition to the above paragraph regarding confidentiality, you understand information about your accounts or the deposit you make may automatically be disclosed to others. For example, tax laws require disclosure to the government of the amount of interest you earn, and some transactions, such as large currency and foreign transactions, must be reported to the government. We may also provide information about your

accounts to persons or companies we believe would use the information for reasonable purposes, such as when a prospective creditor seeks to verify information you may have given in a credit application or a merchant calls to verify a check you have written. In addition, we routinely inform credit bureaus when accounts are closed because they were not handled properly. We may also seek information about you from others, such as the credit bureau, in connection with the opening or maintaining of your account or in connection with approving your access to the System. You agree and hereby authorize all of these transfers of information.

P. Communications Between the Credit Union and You

Unless this Agreement provides otherwise, you can communicate with us in any one of the following ways:

1. E-mail - You can contact us by e-mail at mycu@southernsecurity.org
2. Telephone - You can contact us by telephone at 800-633-4128
3. Postal Mail - You can write to us at: 765 Poplar Ave, Collierville, TN 38017
4. In Person - You may visit us in person at any one of our locations

Q. Consent to Electronic Delivery of Notices

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Credit Union System website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

R. Entire Agreement

This Agreement, together with the Remote Deposit Services Enrollment Form and RDC Terms and Conditions, constitutes the entire agreement between you and the Credit Union with respect to the subject matter in this Agreement and there are no understandings or agreements relative to this Agreement which are not fully expressed in these Agreements.

S. Change in Terms

The Credit Union may at any time amend, modify, add or delete (collectively and individually a "change") the terms of this Agreement with or without notice unless prohibited by applicable law. A change may include a change to existing terms, a change in terms, a change that involves a new term or a change that involves conditions not otherwise contemplated by account holder or Credit Union at the time this Agreement is entered. If advance notice of the change is not required, and disclosure does not jeopardize the security of the account or our electronic fund transfer system, you agree that we may notify you of the change in terms by mail or by posting a notice on our website. Further you agree that your continued use of the Service(s) constitutes your agreement to the change. If you wish to decline to be bound by the change, you must terminate the account or discontinue the System to which the change relates; otherwise you will be deemed to have accepted and agreed to the change.

T. Termination

We reserve the right to terminate this Agreement or limit your use of the System at any time and for any reason at our discretion reserve the right to cancel this Agreement at any time, with or without cause and without prior notice. Examples of when we may cancel this Agreement and the use of the Service(s) without prior notice include, but are not limited to:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your User ID, Password and Authentication Method or account(s);
3. If there is conflicting claims as to the funds in any of your account(s);
4. If you request us to do so;
5. If you have insufficient funds in any one of your Credit Union accounts; or
6. If you do not designate a new Primary Account immediately after you or we close your Primary Account.

You may cancel your System at any time by e-mail, calling us at **1-800-633-4128** or by writing us at 765 Poplar Ave, Collierville, TN 38017. Your access to the System will be suspended within **1 business day** of our receipt of your instructions to cancel the System. Termination will not affect your liability or obligations under this Agreement for transactions that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the System and does not terminate your other relationships with us.

U. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee and this Agreement. It shall be the responsibility of the Company that deposit transactions processed through the Service to comply with all local, state, and federal laws, rules and regulations, including but not limited to, sanctions laws administered by the Office of Foreign Assets Control (OFAC), and laws administered by the United States of America in existence as of the date of this Agreement and as amended from time to time. It shall further be the responsibility of the Company to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline.)

V. Security Interest in Accounts and Settlement Reserve

You grant us a security interest in all Accounts or other deposits (whether general or special) of yours at the Credit Union, and in all funds in such Accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to **30 days** following the expiration of any return or chargeback rights regarding any request or ACH entry processed by you using the System or, if later, until any other claims to such funds have expired.

W. Your Representations and Warranties

You represent and warrant to the Credit Union as follows:

1. You have all requisite power and authority to enter into this Agreement. The entering of the Agreement, and execution of the corresponding application incorporating the same, has been duly and validly authorized by all necessary action. Further, the individual or individuals who execute the application for the services contemplated under the Agreement on your behalf is each duly authorized by you to do so;
2. Any transaction contemplated hereby will not be in violation of state or federal law; and
3. All formalities will be followed with respect to each transfer of funds, including but not limited to, proper authorization of individual transactions and any record keeping requirements with respect thereto.

X. Fees and Charges

You agree to pay the fees and charges for your use of the System and the lease of any required Equipment as we have established and may amend from time to time. These fees and charges will be in addition to any charges associated with the account you maintain with the Credit Union. Our schedule of fees for the System is set forth in the Credit Union's Schedule of Business Fees. You agree that all such fees and charges will be deducted from the Credit Union checking account designated in this Agreement. If you close your account, you must contact us immediately to designate another account. You agree to pay any additional reasonable charges for services you request, which are not covered by this Agreement. You are also responsible for telephone and Internet service fees you incur in connection with your use of the System.

By signing this Agreement, you acknowledge that you have read and understood this Agreement and the separate agreements, disclosures, schedules and exhibits as they appear on the Credit Union's website or given to you.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

Applicant Signature	Printed Name	Title	Date
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Applicant Signature	Printed Name	Title	Date
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Guarantor Signature	Printed Name	Date	
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Guarantor Signature	Printed Name	Date	
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Corporate Certification (Corporate Applicants Only): I certify that I am Secretary of the Applicant and the signatures and title set forth above are the genuine signatures and titles of persons indicated.

Secretary Signature	Printed Name	Date
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