



REX Anywhere Deposit Addendum to REX Online Services Agreement

Your use of the REX Anywhere Deposit Service is governed by the terms of the REX Online Services Agreement and this Addendum. (You may review the REX Online Services Agreement by visiting www.fecca.com) If we make changes to this Addendum, we will update the Addendum on our website. Your enrollment in the REX Anywhere Deposit Service constitutes your agreement with the terms of the REX Online Services Agreement and this Addendum. You acknowledge that you have read this Addendum and will retain a copy for your records. In this Addendum, the words "you" and "your" refer to you as the person or business entity entering into this Addendum. The words "you" and "your" also include any user you authorize to use the REX Anywhere Deposit Service on your behalf. The words "we," "us," and "our" refer to FedEx Employees Credit Association, FCU.

REX Anywhere Deposit Service or "Service"

A. DESCRIPTION: The Service enables you to use a FedEx Employees Credit Association Mobile or Home (REX) Banking application and certain hardware (such as a smartphone or other mobile device) approved by us to (i) create electronic images of the front and back of certain Paper Items¹ and (ii) transmit those images and other information, including, without limitation, information captured from the magnetic ink character recognition ("MICR") line, to us for review and processing in accordance with this Addendum. "Electronic Item" means the electronic image of each Paper Item and other information captured from the Paper Item. After we receive your transmission, we will review each Electronic Item. For each Electronic Item that we determine is eligible for processing as described below, we will:

1. create a substitute check that we will present directly or indirectly to the bank (a) on which the original Paper Item to which the Electronic Item relates is drawn, or (b) at or through which the Paper Item is payable (each, the "Paying Bank");
2. include the Electronic Item in an electronic file for presentment directly or indirectly to the Paying Bank; or
3. present or post any Electronic Item for which we are the Paying Bank.

B. QUALIFICATION. In order to enroll in the Service, you must be designated as an authorized signer or owner of a FedEx Employees Credit Association Account (the "Account") that is eligible for this Service, and be approved by FedEx Employees Credit Association. Member and account must have REX Online Services and REX Anywhere and meet the following eligibility requirements:

- Member account must be active (no dormant accounts)
- Member account must be enrolled in e-Statements
- Member must be at least 18
- Member must not be delinquent in any obligations to the Credit Association
- Member account must be in good standing as follows:
 - No more than two overdrafts / overdraft fees in the last 6 months
 - No returned deposit items in the last 6 months.

C. CONDITIONS TO PROVISION OF THE SERVICE. As conditions to FECA's provision of the Service, you shall (a) maintain the Account in good standing, (b) subscribe to REX Online Services, and (c) comply with such restrictions on the Service as we may communicate to you from time to time including the daily, monthly and transaction limits. You can find these limits at www.fecca.com/mobile-apps.

D. FEES. The Service is provided at no charge to you. We may, upon at least 30 days prior notice to you, to the extent required by applicable law, charge a fee for use of the Service. If you continue to use the Service after the fee becomes effective, you agree to pay the service fee that has been disclosed to you, as may be amended from time to time. Further, you will be required to designate an account at FedEx

Employees Credit Association from which fees for the Service will be debited (your "Billing Account").

Any applicable fees for the Service may be changed by us at our discretion at any time upon at least 30 days prior notice to you, to the extent required by applicable law. If the Billing Account is closed, or if the Billing Account does not have sufficient available funds to cover the fees, you authorize us to charge any such fees to any other deposit account you maintain with us.

D1 Hardware. In order to use the Service you must use the type of hardware that we designate.

E. CREATING AND TRANSMITTING ELECTRONIC ITEMS TO FEDEX EMPLOYEES CREDIT ASSOCIATION. You shall use hardware approved by FedEx Employees Credit Association, and REX Online Service to create electronic images of checks and other Paper Items that you wish to deposit to your Account by means of the Service, and to transmit your Electronic Items to us. The following items may not be deposited through the Service: international checks, remotely created checks (whether in paper form or electronically created), checks drawn against a line of credit, money orders, cashier's checks or traveler's checks, checks drawn on the account being deposited into or cash. Except as noted in the preceding sentence, only checks, drawn on or payable at or through a U.S. bank or credit union, can be transmitted through the Service. Additionally, only Items that are made payable to and endorsed by you may be transmitted through the Service.

F. PROCESSING YOUR ELECTRONIC ITEM(S). If you transmit your Electronic Item(s) to FedEx Employees Credit Association before the cut-off time we disclose to you (the "Cut-Off Time") on any Business Day², we shall review and process your Electronic Item(s) on that Business Day. If you transmit your Electronic Item(s) to us after the Cut-Off Time on any Business Day, we shall review and process your Electronic Item(s) on the next Business Day. Your Electronic Item(s) is deemed to have been received by FECA when the Service generates a confirmation message.

G. EXCEPTION ITEMS. Each Business Day on which we review and process your Electronic Item(s), we will use commercially reasonable efforts to review each Electronic Item and to reject any Electronic Item that we in our sole discretion determine to be ineligible for the Service (each, an "Exception Item"). "Exception Item" includes, without limitation, an Electronic Item that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Item, or (c) is drawn on banks located outside the United States and is not payable at or through a bank located within the United States. We will notify you of each Exception Item through REX Online Services or other communication channels at our discretion. If you wish to attempt to deposit any Exception Item to your Account, you shall do so only by depositing the original Paper Item on which the Exception Item is based or as otherwise agreed between us. Even if we do not initially identify an Electronic Item as an Exception Item when we review and process the Electronic Item to which the Exception Item relates, the Electronic Item, substitute check, or the purported substitute check created by us from it may nevertheless be returned to us because, among other reasons, the Paying Bank determines that such item or check is illegible or missing an image. Our failure to identify an Exception Item shall not preclude or limit the obligation of you to FedEx Employees Credit Association under Paragraph J.

H. DEPOSITS TO THE ACCOUNT. Subject to our right to identify and reject Exception Items, we shall be deemed to have accepted each Electronic Item that is not an Exception Item for deposit to the Account on the Business Day that we process the Electronic Item, provided its transmission to us is prior to the Cut-Off Time. In addition, an Electronic Item will be deemed to have been deposited at our main office branch, 2731 Nonconnah Blvd, Memphis TN 38132.

I. SECURITY PROCEDURES. Any individual authorized by you to access the Service (a "User") shall do so by entering a user name and a password, or other unique identifier that may be required (collectively referred to herein as "Security Credentials"). No person employed by FedEx Employees Credit Association shall have access to any

Security Credentials you or your Users create. From time to time, we may require you to use additional security and authentication procedures.

J. YOUR WARRANTIES TO FEDEX EMPLOYEES CREDIT ASSOCIATION. You represent and warrant to FedEx Employees Credit Association that:

FAILURE TO PROTECT YOUR HARDWARE AND SECURITY CREDENTIALS MAY ALLOW AN UNAUTHORIZED PARTY TO ACCESS THE SERVICE AND TRANSMIT AN ELECTRONIC ITEM FOR DEPOSIT. ALL USES OF THE SERVICE THROUGH YOUR SECURITY CREDENTIALS WILL BE DEEMED TO BE USES AUTHORIZED BY YOU AND BE BINDING UPON YOU. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT OR UNAUTHORIZED USE OF YOUR SECURITY CREDENTIALS. YOU AGREE TO (i) EXERCISE RESPONSIBLE BEHAVIOR WHEN USING THE SERVICE, (ii) FOLLOW THE INSTRUCTIONS AND RECOMMENDATIONS THAT FEDEX EMPLOYEES CREDIT ASSOCIATION PROVIDES YOU WITH RESPECT TO THE SERVICE AND (iii) USE MAXIMUM CAUTION IN PROTECTING YOUR HARDWARE AND SECURITY CREDENTIALS FROM UNAUTHORIZED ACCESS. YOU AGREE TO NOTIFY FEDEX EMPLOYEES CREDIT ASSOCIATION IMMEDIATELY IF YOU BECOME AWARE OF ANY LOSS OR THEFT OF, OR ANY UNAUTHORIZED USE OF THE SERVICE OR YOUR SECURITY CREDENTIALS.

- J1 You will use the Service only for Paper Items that are payable to, and indorsed by, you.
- J2 You will properly secure all hardware you use in connection with the Service (including, but not limited to, securing the hardware with Security Credentials to prevent unauthorized use). You will maintain control over and be responsible for secure retention, storage, and destruction of original Paper Items for which you have created an Electronic Item. After transmitting the Electronic Item to us, you will retain the original Paper Items for a minimum of five (5) calendar days, but no longer than fourteen (14) calendar days, from the transmission date ("Retention Period"). You will retain and store the original Paper Items in a secure and locked container that is only accessible by persons needing access to such Paper Items. During the Retention Period and upon our request, you agree to provide us with the original Paper Item(s). Once the Retention Period has expired, you will securely and irretrievably destroy original Paper Items from which you have previously created and submitted to us an Electronic Item.
- J3 You will not submit any duplicate Electronic Items to us.
- J4 You will not deposit to your Account or otherwise negotiate any original Paper Item from which you have previously created and submitted to us an Electronic Item, unless we have notified you that the Electronic Item is an Exception Item.
- J5 You will transmit to us only Electronic Items that are suitable for processing, including, but not limited to, Electronic Items that are legible and contain machine-readable MICR data.
- J6 You will review and verify for accuracy the information contained in the Electronic Item(s) before you transmit it to us.
- J7 You will only transmit Electronic Item(s) that are drawn on or payable at or through banks located within the United States.
- J8 You will not store or make a back-up copy of the Electronic Item(s).
- J9 Any User of the Service is at least 18 years of age.

K. YOUR AGREEMENT TO INDEMNIFY FedEx Employees Credit Association. You will indemnify, defend, and save harmless FedEx Employees Credit Association and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this Paragraph K, "Indemnitees") from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to the following (except for Losses and Liabilities arising directly or indirectly from or related to our own gross negligence or willful misconduct):

- K1 Any negligent or intentional act or omission by you in the performance of your obligations under this Addendum, including, but not limited to, (i) duplicate scanning of the same original Paper Item, (ii) transmission of duplicate Electronic Items, (iii) calculation errors of deposit totals, (iv) numerical errors on deposit data entry, and (v) fraudulent or unauthorized use of your hardware or Security Credentials.
- K2 Any material breach in a representation, warranty, covenant, or obligation of you contained in this Addendum;
- K3 The violation of any applicable law, statute, or regulation in the performance of your obligations under this Addendum;
- K4 FedEx Employees Credit Association acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Item or an illegible Electronic Item;
- K5 Our presenting to Paying Bank an Electronic Item for payment; and
- K6 Your failure to (i) securely maintain your hardware or the original Paper Items, or (ii) properly and timely dispose of original Paper Items in accordance with Paragraph J.2, in which event such Losses and Liabilities shall include without limitation consequential damages.

This Paragraph K shall survive the termination of the Service.

L. TERMINATION. You or we may terminate the Service at any time.

M. RIGHT TO AUDIT. We may periodically audit and verify your compliance with this Addendum. You agree to cooperate and provide information or documents, at your expense, as may be reasonably requested by FedEx Employees Credit Association in the course of such audit.

N. ENITRE AGREEMENT; CONFLICTING TERMS. This Addendum forms part of and is incorporated by reference into the REX Online Services Agreement. Except as amended by this Addendum, the REX Online Services Agreement remains in full force and effect. In the event of any conflict between this Addendum and the REX Online Services Agreement, this Addendum shall govern with respect to the Service.

¹ A "Paper Item" is an Item that is in paper form. For purposes of this Addendum, an "Item" includes a check, a substitute check, purported substitute check, draft, demand draft, preauthorized draft, image replacement document, money order, cashier's check or traveler's check.

² A "Business Day" is every day except Saturdays, Sundays, and holidays recognized by FECA.