



## MOBILE REMOTE DEPOSIT CAPTURE AGREEMENT

This Agreement governs Member's use of United Community Credit Union's (UCCU) Mobile Remote Deposit Capture Service (the "**Mobile Remote Deposit Service**"). UCCU offers the Mobile Remote Deposit Service under this Agreement only in association with one or more deposit accounts maintained by Member at UCCU. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether now or in the future) that govern any account maintained by Member at UCCU (whether now or in the future) or any other UCCU services utilized by Member (whether now or in the future).

### Terms and Conditions

- 1. General Description of Mobile Remote Deposit Service.** Subject to the terms, provisions and conditions of this Agreement, UCCU shall provide the Mobile Remote Deposit Service to Member, which allows Member to make deposits to Member's deposit accounts from Member's mobile device by capturing check images and delivering the images and information required hereby to UCCU or UCCU's designated processor. Member and UCCU agree that UCCU may convert the Images to ACH entries on Member's behalf. Member hereby appoints UCCU as Member's agent for the specific purpose of making the determination and decision to convert the Images to ACH entries.
- 2. Hardware and Software.** Member understands it must, and hereby agrees to, at its sole cost and expense, use hardware and software that meets all technical requirements for the proper delivery of the Mobile Remote Deposit Service and that fulfills Member's obligation to obtain and maintain secure access to the Internet. Member understands and agrees it may also incur, and shall pay, any and all expenses related to the use of the Mobile Remote Deposit Service, including, but not limited to, telephone service or Internet service charges. Member understands and agrees that it is solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Mobile Remote Deposit Service and the cost thereof.
- 3. Checks Deposited and Security Interest.** Member hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("**Reg CC**"). Member agrees that the image of the check that is transmitted to UCCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Member further agrees that it will not Mobile Remotely deposit any check or other items that: (a) are payable to any person or entity other than Member, (b) are drawn, or otherwise issued, by Member or any affiliate of Member on any account of Member or of such affiliate, (c) are prohibited by UCCU's then current procedures pertaining to the Mobile Remote Deposit Service or are in violation of any law, rule or regulation, (d) Member knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a UCCU and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without UCCU's prior written consent, (f) are drawn on UCCUs that are located outside of the United States or Territories of the United States, (g) is a Mobile Remotely Created Check, or (h) which are not acceptable to UCCU for deposit into a deposit account as provided in the Deposit Agreement. Member grants UCCU a security interest in all Accounts or other deposits (whether general or special) of Member's at the UCCU, and in all funds in such Accounts or other deposits, to secure Member's obligations to UCCU under this Agreement. This security interest will survive termination of this Agreement.
- 4. Transmission of Files.** Member shall (a) sign and endorse each Check to be deposited as follows "UCCU Mobile Deposit Only", (b) scan the front and back of each Check to be deposited and thereby capture the image of the front and back of each Check and capture the MICR encoding on, and any other required data from, each Check and (c) transmit the File containing the images of, the MICR line from and all other required data and information from or pertaining to, such Checks and all batched ACH data and other information to UCCU or its Processor in accordance with the Procedures, a copy of which Procedures have either heretofore been, or are herewith, provided to Member by UCCU, and Member acknowledges receipt thereof. UCCU reserves the right to amend the Procedures, with or without prior notice to Member. UCCU may also provide

Member with, or require Member to establish, a User ID, and/or passwords and other procedures to access the Mobile Remote Deposit Service. Member agrees to, at all times, comply with the Procedures. Member acknowledges, understands and agrees the Security Procedures are not designed for the detection of errors. UCCU is not, and will not be, obligated to detect errors by Member or others, even if UCCU takes certain actions from time to time to do so.

**5. Deposit Limits.** Member may send multiple Files to UCCU or Processor throughout the day. The total dollar value of the Files sent by Member to UCCU on any day shall not exceed \$3000, with a \$3000 per transaction limit. Member agrees not to exceed the Deposit Limit. To be eligible for processing on the day transmitted, Files must be received by UCCU no later than the cut-off time of 3:00 CST. To meet the Cut-Off Time, the entire File must be received by UCCU prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. All such changes shall be effective immediately and may be implemented prior to Member's receipt of notice thereof. Member may contact UCCU at any time to verify the current number of Files that may be transmitted in a day, the Deposit Limit and the Cut-Off Time.

**6. Maintenance and Destruction of Original Check.** Member shall securely store all original Checks for a period of **30** days after Member has received notice from UCCU that the File containing the images of such Checks has been accepted. During the Retention Period, Member shall take appropriate security measures to ensure that such Checks will not be duplicated or scanned more than one time and such Checks will not be deposited or negotiated in any form. Member will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to UCCU as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

**7. Image and MICR Quality.** Each File transmitted by Member to UCCU shall contain Images of the front and the back of the Checks scanned and Mobile Remotely deposited by Member. Each Image of each Check shall be of such quality that the following information can clearly be read and understood by sight review of such Image:

- (a) the amount of the Check;
- (b) the payee of the Check;
- (c) the signature of the drawer of the Check;
- (d) the date of the Check;
- (e) the Check number;
- (f) the information identifying the drawer and the paying bank that is preprinted on the Check, including the MICR line; and
- (g) all other information placed on the Check prior to the time an image of the Check is captured, such as any required identification written on the front of the Check and any endorsements applied to the back of the Check.

Member shall also capture and transmit to UCCU the full-field MICR encoding on each Check. In accordance with the Procedures, Member shall ensure that the following information is captured from the MICR line of each Check:

- (a) the American Bankers Association routing transit number ("**RTN**");
- (b) the number of the account on which the Check is drawn;
- (c) when encoded, the amount of the Check; and
- (d) when encoded, the serial number and the process control field of the Check.

**8. Receipt of File.** Member agrees that Member shall be solely liable for, and UCCU shall not have any liability whatsoever to Member for, any File or the Images or other information contained therein that are not received by UCCU or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. Member agrees that UCCU has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by Member. UCCU has no obligation to notify Member of the rejection of a File or the Images or other information contained therein. UCCU shall have no liability to Member for the rejection of a File or the Images or other information contained therein or for the failure to notify Member of such rejection.

**9. Provisional Credit and Availability of Funds.** Upon acceptance of the File, UCCU shall grant Member's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used

herein, "Provisional Credit" means that the credit is made to Member's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. For the purpose of determining availability of funds, UCCU may hold funds for the period of time permitted by UCCU's funds availability disclosure.

**10. Collection of Checks.** UCCU, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee UCCU. UCCU, in its sole discretion, shall select the clearing agents used to collect and present the Images, and UCCU's selection of the clearing agents shall be considered to have been designated by Member. UCCU shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Rules and the terms of the Deposit Agreement.

**11. Warranties.** Member represents, warrants and covenants the following to UCCU:

- (a) Checks Deposited. Member shall only deposit Checks that are authorized by this Agreement, the Procedures and the Deposit Agreement;
- (b) Image Quality. Each Image transmitted by Member to UCCU contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;
- (c) Accuracy of Information. All data and other information submitted by Member to UCCU, including but not limited to data contained in the MICR line of each Check, is complete and accurate and complies with the requirements of this Agreement;
- (d) No Duplicates. Member will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to UCCU, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Member further warrants that no subsequent transferee, including but not limited to UCCU, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the Item(s);
- (e) No Loss. No Subsequent transferees of the Item(s), including but not limited to UCCU, a collecting or returning UCCU, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;

**12. Returned Checks.**

- (a) Chargeback of Returned Checks. If Images of Checks deposited by Member are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including, but not limited to, issues relating to the quality of the Image, Member understands and agrees that, since Member either maintains the original Check or has destroyed the original Check in accordance with Section 5 of this Agreement, the original Check will not be returned, and UCCU may charge back an Image of the Check to Member's Account. Member understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by UCCU, Member agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Member.

**13. Fees and Charges.** A fee is not charged at this time; however, UCCU shall have the right to increase or decrease charges imposed for the Mobile Remote Deposit Service and will notify Member of the changes, to the extent required by law. Member's use of the Mobile Remote Deposit Service after changes have been made shall constitute Member's agreement to the same.

**14. Amendments.** UCCU may amend the terms of this Agreement at any time, in its sole discretion, by giving notice to Member. If required by this Agreement or by applicable law, notice will be given for the applicable required number of days

in advance of each such amendment. Member's continued use of the Mobile Remote Deposit Service shall constitute Member's agreement to such amendments. No amendments requested by Member shall be effective unless received, and agreed to in writing, by UCCU.

**15. Confirmation: Account Reconciliation.** UCCU will provide notice of receipt of deposits to Member's Account on the periodic statement for such Account. Member is responsible for detecting and reporting to UCCU any discrepancy between Member's records and the records UCCU provides to Member. If Member does not detect and notify UCCU of such a discrepancy within 30 days of Member's receipt of any terminal printout, mailed report or periodic statement, whichever is received first, then such transactions shall be considered correct, and Member shall be precluded from asserting such error or discrepancy against UCCU.

**16. Internet Disclaimer.** UCCU does not, and cannot, control the flow of any documents, files, data or other information via the Internet, whether to or from UCCU's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Member's connections to the Internet (or portions thereof). UCCU cannot guarantee that such events will not occur. Accordingly, UCCU disclaims any and all liability arising out of, resulting from or related to, such events, and in no event, shall UCCU be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Member's or UCCU's ability or inability to connect to the Internet.

**17. Termination.** UCCU may terminate this agreement for any reason, at any time without notice to Member. Termination will occur if Member breaches any term of this agreement, or uses the services inconsistent with the terms of membership and Account Agreement.

**18. Indemnification and Liability; Third-Party Claims.** Member hereby indemnifies UCCU and each of its respective officers, directors, employees, members, partners, agents, insurers and attorneys, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from: (a) Member's (i) failure to report required changes, (ii) transmission of incorrect data to UCCU or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check; (b) UCCU's (i) provision of the Mobile Remote Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by UCCU to be an authorized representative of Member, (c) Member's breach of any of Member's warranties, representations and/or obligations under this Agreement or any other agreement between Member and UCCU, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement. and/or (d) Member's breach or violation of any Rules; provided, however, Member is not obligated to indemnify UCCU for any damages solely and proximately caused by UCCU's gross negligence or willful misconduct.

**19. Limit of Liability.**

- (a) ANY PROVISION IN THIS AGREEMENT, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, UCCU SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND UCCU'S LIABILITY SHALL IN NO EVENT EXCEED THE LESSER OF (i) MEMBER'S ACTUAL DAMAGES OR (ii) THE TOTAL FEES PAID BY MEMBER TO UCCU FOR THE MOBILE REMOTE DEPOSIT SERVICE FOR THE PERIOD OF SIX MONTHS IMMEDIATELY PRECEDING THE DATE OF THE ALLEGED GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL UCCU OR ANY PROVIDER BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, LOSSES OR INJURIES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, LOSS OF DATA OR COST OF COVER) ARISING OUT OF, OR RELATED TO, THE USE BY MEMBER OF THE MOBILE REMOTE DEPOSIT SERVICE OR ANY SERVICE OR THE FAILURE OF UCCU OR ANY PROVIDER TO PROPERLY PROCESS AND COMPLETE TRANSACTIONS THEREUNDER, EVEN IF UCCU OR SUCH PROVIDER(S) HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR INJURIES.

- (b) MEMBER ACKNOWLEDGES AND AGREES THAT MEMBER'S USE OF THE MOBILE REMOTE DEPOSIT SERVICE SHALL BE AT MEMBER'S SOLE RISK, AND THAT THE MOBILE REMOTE DEPOSIT SERVICE IS PROVIDED BY UCCU ON AN "AS IS" BASIS.
  
- (c) UCCU MAKES ABSOLUTELY NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, IN LAW OR IN FACT, TO MEMBER OR TO ANY OTHER PERSON AS TO ANY COMPUTER HARDWARE, SOFTWARE OR EQUIPMENT IN CONNECTION WITH THE MOBILE REMOTE DEPOSIT SERVICE, INCLUDING, BUT NOT LIMITED TO, MEMBER'S COMPUTER SYSTEMS OR RELATED EQUIPMENT, MEMBER'S SOFTWARE, OR MEMBER'S INTERNET SERVICE PROVIDER OR ITS EQUIPMENT, OR AS TO THE SUITABILITY OR COMPATIBILITY OF UCCU'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT MEMBER USES, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.