



## MOBILE DEPOSIT AGREEMENT

### Definitions

- *We, us, and our* refer to Affinity Federal Credit Union.
- *You and your* refer to the Depositor or Depositor Company.
- *Agreement* refers to this Mobile Deposit Agreement.
- *Eligible Account* refers to your checking or savings account with us which are identified by the Account Number. • Other terms have the meanings provided in the applicable Uniform Commercial Code.

### Mobile Deposit

The Mobile Deposit Service (the "Service") allows you to make deposits of Qualifying Items to the Account by endorsing the paper originals, placing our name and the words "for mobile deposit" on them, and then submitting both sides of them and sending their accurate images to us, together with deposit instructions, via a supported Internet enabled mobile device as specified by us, rather than by providing us with the paper originals.

### End User Terms

This service is provided to you by us and powered by a Third Party ("Licensor") mobile technology solution. The following End User Terms is a legal agreement between you and us.

You acknowledge that you have read and agree to the terms of this Agreement and the Affinity Federal Credit Union Online Banking Agreement. By clicking on Accept, you agree to be bound by the terms of both of these Agreements.

We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time. We may terminate Mobile Deposit services at any time, including if you or your accounts are not eligible for any service, if we believe you are in breach of your account agreement with us, the Agreement or these End User Terms, or in the event your mobile service terminates or lapses.

### Wireless Carrier Charges

Mobile Deposit services are separate and apart from any other charges that may be assessed by your wireless carrier usage of data services. You are responsible for any fees or other charges that your wireless carrier may charge for any related data services.

### Qualifying Items

The electronic image of the Item will become the legal representation of the Item for all purposes and any image we receive accurately and legibly represent all of the information on the front and back of the original Item as originally drawn.

You agree that you will not use the Mobile Deposit service to deposit any of the following items:

- a. Items payable to any person or entity other than you;
- b. Items drawn on a financial institution outside the United States;
- c. Items containing obvious alteration to any of the fields on the front of the Item, or which you know or suspect, or should know or suspect, are fraudulent;
- d. Items stamped "non-negotiable";
- e. Savings bonds;
- f. Stale-dated checks which are more than 6 months old and/or exceed time limit specified on the check;
- g. Post-dated checks;
  - h. Checks purporting to be a lottery or prize winning;
  - i. Checks previously submitted for deposit via any of our channels; or
  - j. Items prohibited by our current procedures relating to the Mobile Deposit service or which are otherwise not acceptable under the terms of your account agreement with us.

## Endorsement

You agree to endorse and include the words "for mobile deposit" on the back of all Items captured and submitted using the Mobile Deposit service.

## Mobile Deposit Requirements

You can make Mobile Deposits if, but only if, you satisfy all of the Hardware and Software Requirements, Image Quality Requirements, and other requirements of this Agreement.

### Hardware and Software Requirements

In order to use the Mobile Deposit service, you must obtain and maintain, at your expense, an Internet enabled mobile device as specified by us to use this service.

### Image Quality Requirements

The images of Qualifying Items you send us will be sufficiently inclusive and high quality to permit us to satisfy all pertinent requirements of the following: the Check 21 Act, 12 USC 5001, et seq.; all related laws or regulations; all other state or federal laws and regulations; The American National Standards Institute; The Electronic Check Clearing House Organization; and all other clearing houses or associations.

### Remote Deposit Limits

The total dollar amount of Qualifying Items that can be transmitted to us under this Agreement is limited to \$3000 per day.

### Receipt Deadline

The deadline (Receipt Deadline) for our receipt of Mobile Deposits is 4:00 pm ET on a weekday (Monday through Friday) that we are open for business. Any Mobile Deposits not received in their entirety by the Receipt Deadline will be considered to have been received on the next weekday that we are open for business.

### Rejection Deadline

We will credit your Account for a Qualifying Item included in a Mobile Deposit if, but only if, we have received it and it has been accepted for deposit. We can reject an item included in a Mobile Deposit for any reason or for no reason at all.

The deadline for our sending you rejection of deposit with respect to Qualifying Items included in your Mobile Deposits is 12:00 pm ET the next weekday (Monday through Friday) that we are open for business. We will send you rejection notifications via the email address we have on file and they will be effective when sent whether or not they are received by you. Such rejections of deposit will reasonably identify each of the Qualifying Items rejected. If we do not send you a rejection of deposit with respect to a Qualifying Item included in a received Mobile Deposit by the Rejection Deadline, the Qualifying Item will automatically be accepted for deposit.

## Retention/Destruction of Original Items

You will retain and safeguard the paper original of each Qualifying Item included in a Mobile Deposit for a period of 60 days after it is accepted for deposit and will properly dispose of it immediately after the expiration of that period.

## Fees

There are no monthly charges for using the Mobile Deposit service.

## Other Provisions

**Business users:** Business member shall be responsible for training their own employees on using Mobile Deposit; Business member shall maintain fully qualified, properly trained and experienced administrative staff and employees sufficient to perform its obligations under this agreement; Affinity may at its sole discretion conduct an on-site inspection, at any time and from time to time of the member's place of business to ensure compliance with the provisions of this Agreement; Business member shall take appropriate security measures to ensure that only authorized personnel shall have access to Original Items and that the information contained on such Original Items or any corresponding Imaged Items are not disclosed to third parties. You agree to be fully responsible for the use of this Service by your employees, officers, agents, etc. whether authorized to use the Service or not.

## Execution

By clicking on Agree, you agree to be bound by this Agreement, including the Terms and Conditions, which are incorporated by reference, and you acknowledge receipt of a copy.

## Terms and Conditions

**Internet Addresses and Other Information.** You will provide us with a valid email address and other information as needed for purposes of this Agreement and will update such information as needed.

**Provisional Credit Only.** Any credit to your Account of a Qualifying Item included in a Mobile Deposit (including Qualifying Items drawn "on us") is provisional only until collection is final. Until final settlement, we will act only as your agent, regardless of the form of endorsement or lack of endorsement on a Qualifying Item, even if we have provisionally credited your Account. We can reverse any provisional credit to your Account of a Qualifying Item included in a Mobile Deposit that is lost, stolen, or returned. In the event of a negative balance in your account you agree immediately to deposit funds to cover the negative balance. You will indemnify us and hold us harmless from any loss we may incur as a result of our lawfully reversing a provisional credit to your Account.

**Failures or Alterations in Transmission.** We will not be liable for any failures or alterations in the transmission of Items to us.

**Presentment/Collection.** Presentment and collection of Qualifying Items included in Mobile Deposits will be by any means and through any clearing agents we deem appropriate, and you consent to any applicable clearing house rules.

**Funds Availability.** Please refer to the "Funds Availability" section of your "AFCU Account Agreement". If a deposit is submitted through Mobile Deposit before 4:00 pm ET on weekday (Monday through Friday) that we are open for business and it is not a Federal Holiday, we will consider that day to be the day of your deposit. However, if you make a deposit through Mobile Deposit after 4:00 pm ET, on a day we are not open, on a Saturday or Sunday, or on a Federal Holiday, we will consider that the deposit was made on the next weekday (Monday through Friday) that we are open for business. Even after funds are available to you and have been withdrawn, you will still be responsible for returned items or any other problems with the Mobile Deposit.

**User Warranties.** Unless prohibited by law, by making Mobile Deposits you make the following warranties to us and agree to indemnify us and hold us harmless from any breach of such warranties, including payment of our reasonable attorneys' fees and litigation expenses:

- That you were entitled to deposit each of the Qualifying Items included in your Mobile Deposits;
- That only paper originals of bona fide Qualifying Items have been submitted for Mobile Deposit;
- That each of the Qualifying Items included in your Mobile Deposits was duly authorized in the amount stated on the Qualifying Item and to the payee stated on the Qualifying Item;
- That there was and will be no duplication among Qualifying Items included in your Mobile Deposits;
- That you will not deposit or redeposit the paper originals of the Qualifying Items included in your Mobile Deposits or make any other deposits or re-deposits of such Qualifying Items without our informed consent;
- That we will not suffer any loss as a result of your Mobile Deposits;
- That we will not suffer any loss as a result of your retention or destruction of the paper originals of Qualifying Items included in your Mobile Deposits;
- That all information you provide to us regarding your Mobile Deposits will be accurate;
- That your Mobile Deposits and all information you provide to us will be virus-free;
- That your Mobile Deposits will not violate any laws; and • That you have performed and will perform all your obligations under this Agreement.

**Return Items.** If Qualifying Items included in your Mobile Deposits are returned, we will provide you with images or substitute checks of the returned items, rather than the paper originals.

**Statements.** You will examine your statement of account and report to us any errors, alterations, or unauthorized signatures purporting to be yours or on your behalf relating to Mobile Deposits that you discover, or reasonably should have discovered, with reasonable promptness. Reasonable promptness for this purpose will not exceed 14 days in Montana, New York, or South Carolina, or 30 days in other states, from when the statement was first sent or made available to you. If you do not make such a report with reasonable promptness, you cannot assert against us such alterations or unauthorized signatures, or any others made by the same wrongdoer before we receive such a report, unless we failed to exercise good faith, or in all states except Tennessee unless we failed to exercise reasonable care. If we failed to exercise reasonable care, in all states except Tennessee, New York, or South Carolina, the loss will be allocated between you and us according to the extent to which your and our failure to exercise reasonable care contributed to the loss. In addition, in all states, if you do not discover and report to us any such alterations or unauthorized signatures or any other issues regarding Mobile Deposits within 60 days from when the statement including the Mobile Deposits was first sent or made available to you, you cannot assert them against us, even if we failed to exercise reasonable care.

**Information and Access.** You will promptly provide us with any information, including financial information, we request that is pertinent in any way to your Mobile Deposits or this Agreement. In addition, upon our request you will grant us access to your documents and records sufficient to permit us to determine whether you are complying with the requirements of this Agreement.

**Irreconcilable Conflicts.** This Agreement supersedes any other account agreement you have with us to the extent of any irreconcilable conflicts.

**Circumstances Beyond Our Control.** We will not be responsible for any failure to act or delay in acting pursuant to this Agreement if the failure or delay is the result of circumstances beyond our control including, but not limited to, legal constraint, interruption of transmission or communication facilities, equipment failure, or war emergency conditions.

**Standard of Care.** Unless otherwise required by law, our standard of care in connection with this Agreement is limited to ordinary care.

**DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.**

**LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF USAA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.**

**Duration and Termination.** This Agreement will continue until it is terminated. We can terminate it immediately without notice if you are in default or if we suspect that you are engaged in illegal activity. Either party can terminate this Agreement without cause by giving 30 days advance written notice of termination.

**Changes.** We can change the provisions of this Agreement, other than the above stated right to terminate without cause, by giving you 30 days advance written notice of the changes.

**Waiver.** We can waive rights under, and violations of, this Agreement without affecting other rights under, or other violations of, this Agreement.

**Assignment.** You are not entitled to assign this Agreement or your rights and obligations under this Agreement without our consent.

**Benefit.** This Agreement is for your benefit and our benefit only, and no other entities have rights under this Agreement.

**Invalidity.** The invalidity or illegality of any provision of this Agreement will not affect the remainder of this Agreement.

**Governing Law.** This Agreement will be governed by applicable Federal law the laws of the State of New Jersey.

