

ALABAMA TEACHERS CREDIT UNION

MOBILE CHECK DEPOSIT USER AGREEMENT

INTRODUCTION: This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Alabama Teachers Credit Union's (ATCU) Mobile Check Deposit service that we may provide to you. Other agreements you have entered into with us, including the membership agreement and disclosures governing your account(s), as amended from time to time, are incorporated by reference and made a part of this Agreement.

SERVICES: The Mobile Check Deposit service is designed to permit you to make deposits to allowable accounts from home or other remote locations by taking pictures of checks and delivering the images and associated deposit information to us or our designated processor.

ACCEPTANCE OF THESE TERMS: Your use of the service constitutes your acceptance of this Agreement, which is subject to change from time to time. We will notify you of any material change via e-mail, text message, providing a link to the revised Agreement on our website, or by an online secure message, as required by law. Your continued use of the service will indicate your consent to be bound by the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the service. Your continued use of the service will indicate your acceptance of any such changes.

CONSENT TO RECEIVE ELECTRONIC DISCLOSURES: By enrolling to use ATCU's Mobile Check Deposit service, you acknowledge that you have read and understand the content of this document and consent to the electronic delivery of such disclosures. Furthermore, you agree to the same terms that apply to a signed application or agreement; and that accepting these terms constitutes your signature as though the same were physically signed you. If there is another user, you represent and warrant that such user has authorized the enrollment for this service. This electronic submission/consent qualifies as your signature for all purposes and uses whatsoever.

Upon your request, this disclosure (or any other) will be provided to you by email to the address provided by you during the enrollment process; however, disclosures are available for your review anytime on our website at www.atcu.com. If you wish to obtain a paper copy of any of the disclosures, aside from printing them from our website, please call ATCU at (800)470-0704 or notify us of your request in writing by mailing to P.O. Box 1400, Gadsden, Alabama 35902. Paper copies will be provided to you at no charge. You may withdraw your consent to do further business electronically with us at no cost to you. If you decide to withdraw your consent, the legal validity and enforceability of prior electronic disclosures will not be affected.

LIMITATIONS OF SERVICE: When using the Mobile Check Deposit, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of any foreseeable interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

One may not be eligible for use of Mobile Check Deposit if either or both of the following apply to their account(s):

- ATCU has revoked Overdraft Privilege
- ATCU has revoked the ability to conduct transactions through Shared Branching

We reserve the right to change, suspend or discontinue the service, in whole or in part, or your use of the service, in whole or in part, immediately and at any time without prior notice to you. We may choose to exercise this right if you default on any loan or other obligation with ATCU, if you become subject to any legal or administrative order or levy, or if we feel that your actions or account activities put us at risk to incur loss due to fraud.

HARDWARE AND SOFTWARE: In order to use the Mobile Check Deposit service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. Minimum requirements are as follows:

- Android
 - 2.2–2.2.3 Froyo (API level 8) and up
 - Android devices vary; however, we try to support all devices.

- iPad
 - iPad 3 and up
 - iOS 7 and 8
- iPhone:
 - iPhone 4S and up
 - iOS 7 and 8

ATCU is not responsible for any third-party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third-party software provider at time of download and installation.

FEES: A fee may be charged for the service, which you are responsible for paying. Any fee that is charged will be disclosed prior to your deposit. We may change the fees for use of the service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize us to deduct any such fees from any Credit Union account in which you have an ownership interest.

ELIGIBLE ITEMS: You agree to deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to the Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you will not deposit any of the following types of checks or other items which shall be considered ineligible items:

- a. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- b. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- c. Checks payable jointly, unless deposited into an account in the name of all payees
- d. Checks previously converted to a substitute check, as defined in Reg. CC
- e. Checks drawn on a financial institution located outside the United States
- f. Checks that are remotely created checks, as defined in Reg. CC
- g. Checks not payable in United States currency
- h. Checks dated more than 6 months prior to the date of deposit
- i. Checks or items prohibited by Credit Union's current procedures relating to the service or which are otherwise not acceptable under the terms of your Credit Union account
- j. Checks payable on sight or payable through drafts, as defined in Reg. CC
- k. Checks with any endorsement on the back other than that specified in this agreement
- l. Checks that have previously been submitted through the service or through a remote deposit capture service offered at any other financial institution
- m. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department
- n. Checks that are prohibited by the Credit Union's current membership agreement and disclosures governing your account(s)
- o. Checks that are in violation of any federal or state law, rule, or regulation
- p. Checks that are credit card advance or other loan advance instruments
- q. Any check requiring signature and/or additional identification

ENDORSEMENTS, REQUIREMENTS, AND PROCEDURES: You agree to restrictively endorse any item transmitted through the service as "FOR MOBILE DEPOSIT ONLY, ATCU Account #_____" or as otherwise instructed by us. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to follow any and all other procedures and instructions for use of the service as we may establish from time to time.

RECEIPT OF ITEMS: We reserve the right to reject any item transmitted through the service, at our discretion, and without liability to you. We are not responsible for items we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received when you receive a confirmation from Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that the Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

AVAILABILITY OF FUNDS: You agree that items transmitted using the service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the service is received and accepted before 5:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit and funds will be credited to your account immediately. Otherwise, we may consider that the deposit was made on the next business day we are open, and funds may not be made available to you until then.

DISPOSAL OF TRANSMITTED ITEMS: Upon your receipt of a confirmation from the Credit Union that we have received an image that you have transmitted, you agree to retain the check in a secure location for at least thirty (30) calendar days from the date of the image transmission. After thirty (30) days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to the Credit Union upon request.

DEPOSIT LIMITS: We have established limits on the dollar amount of deposits made through Mobile Check Deposit. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. There is no daily limit on the number of items, as long as the respective dollar limits are not exceeded. The daily and monthly dollar limits detailed below are based upon criteria such as account standing and length of membership. ATCU reviews accounts regularly and updates limits accordingly.

- New Consumer Account: Applies to a member whose account has been opened for less than ninety (90) days
 - Daily Limit: \$1,000
 - Monthly Limit: \$10,000
- Consumer Account: Applies to a member whose account has been opened for greater than ninety (90) days, which meets the definition of "good standing", as detailed in section entitled "Limitations of Service" above.
 - Daily Limit: \$2,500
 - Monthly Limit: \$15,000
- Business Account: Applies to accounts for business or commercial purposes which meet the definition of "good standing", as detailed in section entitled "Limitations of Service" above.
 - Daily Limit: \$7,500
 - Monthly Limit: \$30,000

PRESENTMENT: The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion, and subject to the agreement and disclosures governing your account.

ERRORS: You agree to notify us of any suspected errors regarding items deposited through the service right away, and in no event later than thirty (30) days after the applicable Credit Union account statement is sent. Unless you notify us within thirty (30) days, such statement regarding all deposits made through the service shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

ERRORS IN TRANSMISSION: By using the service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

IMAGE QUALITY: The image of an item transmitted to the Credit Union using the service must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

USER WARRANTIES AND INDEMNIFICATION: You warrant to the Credit Union that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit nor re-present the original item.
- d. All information you provide to the Credit Union is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations including, as applicable, Regulation E and Regulation CC, and specifically agree to all warranties of Subpart D to Regulation CC, as applicable.
- f. You are not aware of any factor which may impair the collectability of the item.
- g. You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.

- h. You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision, or costs or expenses related to or arising from any breach including the Credit Union's reasonable legal expenses and attorneys fees.

COOPERATION WITH INVESTIGATIONS: You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the service which may be in your possession as well as your records relating to such items and transmissions.

TERMINATION: We may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated upon any breach on your part, if you use the service for any unauthorized or illegal purposes, or you use the service in a manner inconsistent with the terms of the membership agreement and disclosures governing your account or any other agreement with us.

ENFORCEABILITY: We may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

OWNERSHIP AND LICENSE: You agree that the Credit Union retains all ownership and proprietary rights in the service, associated content, technology, and website. Your use of the service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the service. Without limiting the restriction of the foregoing, you may not use the service in any anti-competitive manner, for any purpose which would be contrary to Credit Union's business interest, or to the Credit Union's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the service.

DISCLAIMER OF WARRANTIES: You agree your use of the service 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 service, whether express or implied, including, but not limited to the implied warranties of merchantability, and/or fitness for a particular purpose and noninfringement. We make no warranty that the service will meet your requirements; will be uninterrupted, timely, secure, or error-free; results that may be obtained from the service will be accurate or reliable; nor that 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 the Credit Union has been informed of the possibility thereof.