



Mobile eDeposit (Remote Deposit Capture) User Agreement

This Remote Deposit Capture User Agreement contains the terms and conditions for the use of Remote Deposit Capture services that Fort Bragg FCU ("Credit Union", "us", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with the Credit Union, including your Membership Agreement, as amended from time to time, are incorporated by reference and made a part of this agreement.

1. Services. The mobile remote deposit capture services ("services") are designed to allow you to make deposits to your checking, or savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to the Credit Union or the Credit Union's designated processor.

2. Qualifications. In order to use the service, you must: 1) be at least 18 years of age; 2) be enrolled in online banking and have the ability to use the Credit Union mobile applications; 3) not have any charged-off loans with the Credit Union; 4) must have a valid phone number, email and home address on file with the Credit Union. Qualifications are evaluated daily using additional account criteria such as credit score, NSF activity/returned checks, age of accounts, and other account activity. Limits may be raised, lowered, or removed at any time.

3. Acceptance of these Terms. Your use of the services constitutes your acceptance of this agreement. This agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised agreement or by an online secure message. You will be prompted to accept or reject any material change to this agreement the next time you use the service after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the services 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 services. Your continued use of the services will indicate your acceptance of any such changes to the services.

4. Limitations of Service. When using the services, 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 these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the services, in whole or in part, or your use of the services, in whole or in part, immediately and at any time without prior notice to you.

5. Hardware and Software. In order to use the services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. The Credit Union is not responsible for any third-party software you may need to use the services. 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. In addition you agree that you will not modify, change, alter, translate, create derivative works from reverse engineer, disassemble or decompile the technology or service, copy or reproduce all or any part of the technology or service; or interfere, or attempt to interfere, with the technology



or service. We and our technology partners retain all rights, title and interests in and to the services, software and development made available to you.

6. Fees. A fee may be charged for the service. You are responsible for paying the fees for the use of the service. Any fee that is charged will be disclosed prior to your deposit. The Credit Union may change the fees for use of the service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize the Credit Union to deduct any such fees from any Credit Union account in your name. Fees will not be charged during a free trial period or other promotional campaigns.

7. Eligible items. You agree to scan and 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 scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- 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
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account. Further prohibited items are checks that are not machine readable with an industry standard MICR code.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks that are prohibited by the Credit Union's current Membership Agreement with you
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that are credit card advance or other loan advance instruments.
- Any check requiring signature and/or additional identification.
- Money Orders

8. Endorsements, Requirements and Procedures. You agree to restrictively endorse any item transmitted through the services as "**FBFCU Live eDeposit**" and last four digits of account number. 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 services as the Credit Union may establish from time to time.

9. Receipt of Items. We reserve the right to reject any item transmitted through the services, at our discretion, 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 confirmation from the 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 determined 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.

10. Availability of Funds. You agree that items transmitted using the services are not subject to the fund 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 3:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Daily release limits \$275.00 (funds in excess of the daily release limit may be held for up to 5 business days). All checks are subject to verification.

Safeguard Exceptions. In addition, funds you deposit using this service may be delayed for a longer period under the following circumstances:

- We believe the check you deposit will not be paid
- You deposit checks totaling more than \$6,725 on any one day
- You redeposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months
- There is an emergency, such as a failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

11. 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 for at least 30 calendar days from the date of the image transmission. After 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.

12. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. 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. The current per item dollar limit is up to \$10,000.00 and the business day dollar limit is up to \$10,000.00. In addition, the current monthly dollar limit is up to \$30,000.00 per any 30 consecutive calendar day period. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.



13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Services Agreement governing your account.

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

15. Errors in Transmission. By using the services, you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to the Credit Union using the services must be legible, as determined in the sole discretion of the Credit Union. 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.

17. User Warranties and Indemnification. You warrant to the Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to Credit Union is accurate and true.
- 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.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware
- 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 arising from any breach including the Credit Union's reasonable legal expenses and attorney fees.

18. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

19. 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 if you breach any term of this agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Agreement with us.

20. 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.

21. Ownership & License. You agree that the Credit Union retains all ownership and proprietary rights in the services, associated content, technology, and website(s). Your use of the services 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 services. Without limiting the restriction of the foregoing, you may not use the services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the services only for non-business, personal use in accordance with this agreement. 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 services.

22. 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 non-infringement. 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.

23. 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 service, 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.

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