

Allied Federal Credit Union Mobile Deposit Service Agreement

This Mobile Deposit Agreement contains the terms and conditions for the use of Allied Federal Credit Union's Mobile Deposit. Mobile Deposit is a service Allied Federal Credit Union has provided members that allows you to submit check deposits to the Credit Union as a digital image, by taking a picture of the front and back of the check with proper endorsement, to send to us through our processor with your Mobile Device. All deposits are subject to approval by Allied Federal Credit Union. You must have access to Allied Federal Credit Union's Virtual Branch and *Touchbanking* app services to apply for Mobile Deposit. In this Mobile Deposit Agreement ("Agreement"), the words "You", "Your", "Member" and "User" mean any owners of any account to which a remote deposit using Mobile Deposit ("Service") is directed. "We", "Our", "Us" and "Credit Union" mean Allied Federal Credit Union and its affiliates. Other Agreements You have entered into with Allied Federal Credit Union, including the Account Agreement and Disclosures governing Your Allied Federal Credit Union account, are incorporated by reference and made a part of this Agreement.

IMPORTANT NOTICE

YOU ARE REQUIRED TO ASSUME IMPORTANT DUTIES AND LIABILITIES IN ORDER TO USE THE MOBILE DEPOSIT SERVICE. IF YOU DO NOT FULLY UNDERSTAND YOUR OBLIGATIONS AS SET FORTH IN THIS AGREEMENT OR YOU ARE NOT WILLING TO ASSUME THEM, YOU MAY NOT ENTER IN THIS AGREEMENT AND YOU MUST CONTINUE TO DEPOSIT CHECK IN THEIR ORIGINAL PAPER FORM.

YOUR RESPONSIBILITY: Under this Agreement, you attest that you are the legal owner of the financial information accessible to you via mobile banking. You also agree that all information provided to be used in connection with mobile banking is accurate, current and complete and that you have the right to provide such information to Us for the purpose of using this Service. You assume responsibility for any transactions authorized by persons whom You have permitted to use Your mobile phone and personal identification information to access your account. You agree to not misrepresent Your identity and to keep Your personal information current and accurate by notifying us immediately of any changes to Your contact information including address, telephone number(s), email address, etc.

ACCEPTANCE OF THESE TERMS: Your application, approval and use of this Service constitutes Your acceptance of this Agreement. This Agreement is subject to change whenever deemed necessary by the Credit Union. We will notify You of any material change through mail, website link to the revised agreement or via email. Your continued use of the Service will indicate Your acceptance of the revised Agreement. Further, Allied Federal 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. Member agrees that any notices required or permitted under this Agreement may be given electronically.

LIMITATIONS OF SERVICE: When using the Service, You may experience technical or other difficulties. 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 discontinue 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.

LIMITS: Once Your application for Mobile Deposit is approved by Us, You understand and agree that you cannot exceed the limitations on dollar amounts of "remote deposits" that are set forth by Us and disclosed to You in Our Fee Schedule.

ELIGIBLE ITEMS: You agree to photograph and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to Allied Federal Credit Union shall be deemed an "item" within the meaning of article 4 of the Uniform Commercial Code as adopted in Texas. You agree that You will **not** use the Service to scan and deposit any checks or other items as shown below:

- a. Third party checks (i.e. checks payable to any person or entity other than You)
- b. Checks made payable to You and another party who is not joint on the account funds are being deposited to.

- c. Checks that contain evidence of alteration to any fields 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.
- d. Checks that have been converted to substitute checks, as defined in Reg CC.
- e. Checks that are incomplete
- f. Checks that are “stale dated” (more than 6 months old) or “post dated.”
- g. Checks issued by a financial institution outside of the United States or checks that are not made payable in United State Currency.
- h. Savings Bonds, Traveler’s Checks, money orders or postal money orders.
- i. Checks or items that are drawn or otherwise issued by the U.S. Department Treasury.
- j. Checks or items prohibited by Allied Federal Credit Union’s current procedures relating to the Service or which are otherwise not acceptable under the terms of Your Allied Federal Credit Union account.

ENDORSEMENTS AND PROCEDURES: You agree to restrictively endorse any item transmitted through the Service as “For Mobile Deposit Only” with your Allied Federal Credit Union account number and signature, signed as the name is formatted on the front of the check. In accordance with Federal Reserve specifications, “For Mobile Deposit Only” must be handwritten and cannot be signified by checking printed boxes on the back of the check designated by the check printer. You agree to follow any and all other procedures and instructions for use of this Service as Allied Federal Credit Union may establish in the future. Any loss we incur from delay or processing error resulting from an improper endorsement or other markings by you will be your responsibility.

IMAGE QUALITY: The image being transmitted through Mobile Deposit to Allied Federal Credit Union must be an accurate and legible image of the front and back copy of the check, including but not limited to, information about the drawer, the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the check and any endorsements applied to the back of the original check. The image quality must comply with and 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.

RECEIPT OF DEPOSIT: All images processed will be treated as “deposits” under your Allied Federal Credit Union Account Agreement and we reserve the right to reject any item transmitted through the Service, at our discretion, without liability to you. We are not responsible for items that We do not receive or for images that are dropped during transmission. When an image is received by Us, we will confirm receipt via email or text to You. Confirmation does not mean that the image contains no errors and will be accepted as a deposit.

FUNDS AVAILABILITY: You agree that items transmitted using this Service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Items transmitted by You and received by Us by 6:00 p.m. CST Monday through Friday, not including holidays, shall be credited to the Member’s deposit account on the next Business Day. Items received by the Credit Union after 6:00 p.m. CST on any Business Day shall be credited to the Member’s deposit account on the second Business Day after the deposit. Business Days are Monday through Friday, not including Federal and Credit Union posted holidays.

RETURNED DEPOSITS: Any credit to your account for checks deposited using Mobile Deposit is provisional. If any item is not honored for any reason you will receive a Substitute Check, which is a paper reproduction of a check that contains an image of the front and back of the check and meets the other technical requirements for a substitute check under Check 21, as the charged-back item. You may not use this Service to deposit a Substitute Check and you may not deposit the original check, whether by physical deposit or by using Mobile Deposit. You agree to be held liable for funds used before the deposit is accepted and shown as a deposit in Your account. You agree to abide by any additional instructions We may provide to You in connection with return checks.

RETENTION OF ORIGINAL CHECKS: After you receive confirmation that We have received a check image, and the check image has been credited to Your account, You must mark the front of the check with “VOID” and securely store the original check for 90 days after transmission to Us and make the original check accessible to Us at Our request. Upon this request you will deliver, at your expense, the requested original check within 5 Business Days. If not provided in a timely manner by You, such amount will be deducted from Your deposit account regardless of whether such action may cause your account to not have sufficient funds and You agree to pay any associated fee. You may not present the original check or any image or Substitute Check created from the original check for payment at any other financial institution. Member shall be responsible for safekeeping and destruction of original items which are scanned, transmitted electronically and deposited using the Service. After the 90 days you must destroy the original check by cross-cut shredding or other acceptable means of permanent destruction. After destruction of an original check, the image will be the sole evidence of the original check.

DEPOSIT LIMITS: We reserve the right to impose limits on the amount(s) and/or number of deposits that You transmit using the Service and to modify such limits from time to time. Mobile deposit limits are \$2,000.00 per check and \$4,000.00 per day.

PRESENTMENT: The manner in which the items are cleared, presented for payment, and collected shall be in Allied Federal Credit Union’s sole discretion subject to the Account Agreement and Disclosures governing your account.

ERRORS: You agree to notify Allied Federal Credit Union of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable Allied Federal Credit Union account statement is sent. Unless you notify Allied Federal Credit Union within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and You are prohibited from bringing a claim against Allied Federal Credit Union for such alleged error. You agree to provide us with the original Check(s) and any other documents or computer files related to the Service if We request.

ADDITIONAL DUTIES AND OBLIGATIONS: In addition to Your other duties as provided in this Agreement, You agree to implement and maintain reasonable security measures for the safekeeping of all Checks and Image files. We may specify certain security measures from time to time, and You agree to implement such measures. You agree to notify us promptly if you experience or suspect any problems or issues relating to the Service or the security of Your facilities, equipment, or Items. You agree to complete each deposit promptly. If You are unable to complete the deposit promptly, you ensure that Your mobile device remains securely in Your possession until the deposit has been completed. You agree that we may make adjustments to your account arising out of or related to Your use of the Service at any time without notice to You. We may chargeback Items that do not satisfy the warranties you are making with respect to the Items or do not otherwise meet the requirements of this Agreement. You are solely liable for any error or discrepancy related to an Item unless the error or discrepancy results from a breach of Our duty of care. You agree to deposit the original Checks, should We be unable to process them using the Service, provided that we have notified You in writing that You may deposit the original Checks. You will keep your contact information on file with us updated and current at all times. You agree to be responsible for all charges and fees charged by Us or by third parties in connection with handling Your Items, including applicable fees as set forth in Our Fee Schedule. Such charges and fees are due and payable immediately, and We may charge any eligible account on which You are an owner for charges and fees without notice to You. You agree to notify Us immediately by telephone to 817-856-4444, if you learn of any loss or theft of original Checks. You will ensure the safety and integrity of original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, We may audit and monitor You, and You agree to cooperate with Us to permit such monitoring, to confirm that You have satisfied Your obligations under this Agreement.

AMENDMENT: We reserve the right to add to, change, or delete the terms of this Agreement by providing notice to You. We may also add to, change, or delete some functionalities or features of the Service to You at any time without notice to You. If You do not consent to a modification to this Agreement or Service, you must terminate the Service by notifying Us in writing. This Agreement may not be amended unless we expressly agree to the amendment in writing.

TERMINATION: We reserve the right to terminate, suspend, or modify the Service at any time without notice to You.

OWNERSHIP & LICENSE: You agree that Allied Federal Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and Website(s). 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 (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Allied Federal Credit Union's business interests, or (iii) to Allied Federal Credit Union's actual or potential economic disadvantage in any aspect. You may use the Service 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 Service.

USER WARRANTIES AND INDEMNIFICATION: You warrant to Allied Federal Credit Union that;

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. The drawer of the check has no defense against payment of the check.
- d. You will not transmit duplicate items.
- e. You will not deposit or represent the original item.
- f. You are authorized to enforce and obtain payment of the original check.
- g. All information You provide to Allied Federal Credit Union is accurate and true.
- h. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold harmless Allied Federal Credit Union from any and all claims, actions, damages, liabilities, costs, and expenses and any loss for breach of this warranty provision. You understand and agree that this paragraph and all stipulations within shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES: YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING 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 MOBILE DEPOSIT SERVICE, 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 SERVICE WILL (i) MEET YOUR REQUIREMENTS, (ii) 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 SERVICE 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ALLIED FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

OTHER TERMS: You may not assign this Agreement. This Agreement is entered into in Arlington, Texas and shall not be governed by the laws of the State of Texas and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.

COMPLIANCE WITH LAW: You will use Mobile Deposit for lawful purposes and in compliance with applicable laws, rules, and regulations. You warrant that You will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Mobile Deposit Application

By completing and signing this application, you are acknowledging that you have read and agreed to be bound to the terms and conditions of Allied Federal Credit Union's Mobile Deposit User Agreement. Applications are subject to Allied Federal Credit Union's approval and will be based on your history with AFCU, including, but not limited to, length of membership, check return history and overdraft history.

Approval or refusal to be allowed access to the Service will be emailed to you.

Please read, complete and return the application portion to Allied Federal Credit Union.

By signing below I acknowledge:

- Checks must be legible and are subject to rejection if deemed illegible by AFCU.
- All checks deposited must be properly endorsed and are subject to rejection if not endorsed properly.
- For proper endorsement, checks must have "For Mobile Deposit Only" handwritten below the endorsement and member account number on the back of the check.
- The cut off time is 5:00 p.m. CST, Monday through Friday, not including Federal Holidays.
- Funds will be deposited next business day if deposited before the cut off time and on the 2nd business day if deposited after the cut off time.
- I will be held liable for any funds used before any deposit is accepted and shows up as a deposit into my account.
- The deposit limits for checks are \$2,000.00 per check and \$4,000.00 per day.
- I have reviewed the Eligible Items on page 2 of the **Allied Federal Credit Union Mobile Deposit Service Agreement**.

Member Number: _____

Member Name: _____

Member Email Address: _____

I have read and agree to the terms in the Allied Federal Credit Union Mobile Deposit Service Agreement.

Member Signature: _____

Date: _____

For office use only:

FSO initials _____

FSO teller# _____

Date: _____