

Mobile Check Deposit Terms of Agreement and Disclosure

“MVFCU” is Mint Valley Federal Credit Union, and “Service” refers to the Mobile Check Deposit (Remote Deposit Capture or RDC) application, as used to remotely deposit checks to your account on a mobile device. Members must read, understand and agree to these complete Terms of Agreement. Use of this Service constitutes full agreement with these terms. Full amount of deposit may not be available until the funds are collected from the institution from which it is drawn, although we may make funds available sooner, depending on factors at the Credit Union’s sole discretion. MVFCU will have no liability to the user for declining to accept items presented for deposit via this Service. Refer to MVFCU’s Account Agreement and Disclosures and the Electronic Services agreement for more information.

Eligibility: Member must have an active checking account for at least 180 days, with a history that includes multiple deposit items, and must be 21 years or older. A history of negative account problems and/or rejected items may disqualify eligibility for this service. Download Mint Valley FCU mobile application to your device and register the device when logged into your Online Banking account at a PC. Diligently keep this application up to date with any upgrades available. Eligibility requires your full agreement to the following instructions:

- Check must be payable to you, with a current valid date.
- You must personally endorse the back with your account number in pen as follows: “**DEPOSIT ONLY TO MVFCU ACCOUNT # _____**”
- Using the application for this Service, photograph both sides of the check you wish to deposit. Make sure the check is on a flat surface with good lighting, and that the entire check is captured in the photo and in sharp focus so that all information and writing is easily and clearly decipherable.
- Verify the check deposit amount and Submit the item as instructed in the Service Application.
- After you have successfully submitted the item, write “**MOBILE DEPOSITED**” across the top of the check.
- Keep check for at least 60 days (do NOT mail it to the Credit Union) in a secure locked location, then dispose of it in a secure way so it cannot be re-presented (shred it). Full amount of deposit may not be available until the funds are collected from the institution from which it is drawn, although we may make funds available sooner depending on factors at the Credit Union’s sole discretion.

Limitations of Service: When using this Service, you may experience technical or other difficulties. MVFCU does not assume liability or responsibility in any way for any technical or other difficulties that may occur, or for any costs that may be associated with such difficulties. We reserve the right to change, suspend or revoke services, immediately and at any time without prior notice to you. In the event this Service is not available to you, or does not appear to be functioning properly (whether due to equipment or software or any other problems) you acknowledge that you can deposit your check at the credit union office or by mail.

Charges or Fees: MVFCU does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a fee in the amount shown on MVFCU’s current Schedule of Fees and charges for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment or related fees. You agree that MVFCU may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at MVFCU, including but not limited to account servicing and collection purposes.

Eligible Items: You agree to deposit only “checks” made payable to you, as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks. These checks will not have been deposited in paper, electronically or in any other way prior to depositing the item with this Service.

Ineligible Items: You agree that you will not use this Service to deposit any ineligible items including, but not limited to the following: Checks or items payable to any person or entity other than you, Checks that have already been deposited or presented in paper or electronically in any way already, Post-dated checks, Checks or items containing obvious alteration to any of the fields on the front of the check or item, or which you know or suspect, or should know are suspect are fraudulent, Checks or items drawn or otherwise issued by you or any other party on any of your MVFCU accounts,

Checks or items not payable in United States currency, items drawn on financial institutions located outside the United States, Items previously converted to a substitute check, items which you have reason to believe will not be payable by the institution it is drawn upon, Consumer loans, credit card and mortgage payments, IRA and Share Certificate Deposits, Money order and Travelers Checks, Starter or Counter checks, AMEX Gift Cheques or Savings Bonds, Checks that require authorization, or State issued registered warrants.

Deposit Limits: For a minimum of the first 30 days of a member’s mobile deposit use, a member’s deposit will have a hold until at least the next business day when it can be reviewed. After the first 30 days, the first two deposits of a day totaling less than \$500 will be made available. A hold will be set on items (single or in the aggregate) deposited in a day for more than \$500 and/or deposits exceeding 2, until at least the next business day when the deposit/item is reviewed. The hold may remain if there is cause to suspect the item may not be collectable.

Receipt of Items: You agree that the imaging and transmitting of checks alone does not constitute receipt by the Credit Union. Also, acknowledgement of receipt or delivery does not constitute an acknowledgement by the Credit Union that the transmission of a check or items does not contain errors or that funds will be available. Checks deposited through Mobile Deposit are not received by the Credit Union until we have acknowledged receipt and provided credit to your account. We reserve the right to reject any item transmitted through this Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely.

Provisional Credit and Availability of Funds: Credit given for the item is provisional and subject to final approval of the item. Funds you deposit may be delayed for a longer period of time, when we have reasonable cause to believe the check is uncollectable. We will notify you if we delay your ability to withdraw funds, because we believe the check is uncollectable and we will tell you when funds will be available. You agree to receive all notifications

regarding your use of this Service including but not limited to exception notices as required by Regulation CC via electronic message. With respect to each item you send to MVFCU for deposit, you agree to indemnify and reimburse MVFCU for and hold MVFCU harmless from and against any and all losses, costs, and expenses.

Errors or Discrepancies: Notify MVFCU at (360)425-5444 IMMEDIATELY of any errors, omissions, or interruptions in, or delay or unavailability of, the Services as promptly as practicable, and in any event within one business day after the earliest of discovery thereof, or the date discovery should have occurred through the exercise of reasonable care, and, in the case of any error, within fourteen (14) days of the date of the earliest notice to you which reflects the error. Your failure to notify the Credit Union of any error, omission, or other discrepancy within seven (7) days from the date of a loss shall relieve the Credit Union of any liability for such error, omission, or discrepancy. You acknowledge and agree that the Credit Union shall not be liable for any damages or loss of any kind resulting from any unintentional error or omission by the Credit Union in performing the Service.

Security Requirements: To prevent unauthorized usage of the Service, you agree to your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. By securing these devices, we specifically mean installing operating system patches, antivirus software, firewall and spyware detection as applicable and keeping this security software current, as well as, securing the physical device from theft or unauthorized use. MVFCU will not be held liable or responsible in any way for any losses or costs associated with the equipment, services or connections you personally utilize for this Service.

Authorized Users: If you have designated an authorized user on your Account Access, your Authorized User may also have online access to this Service. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this Agreement.

Disclaimer of Warranties: MEMBER ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MVFCU IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. MVFCU MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING WITHOUT LIMITATION, THAT THE SERVICE WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). MEMBER FURTHER ACKNOWLEDGES THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERROR AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. MEMBER HEREBY ASSUMES ALL RISKS RELATING TO THE FOREGOING.

Limitation of Liability: MVFCU shall have no liability to you, or any other person or entity for any loss, damage, cost, or expense arising out of this Agreement or the Service regardless of the form in which asserted, whether in contract, tort (including negligence), warranty, or any other legal or equitable grounds, and regardless of whether the remedies available fail of their essential purpose, except as provided by applicable law for any error or delay in performing the Service provided for in the Agreement, and we shall have no liability for not effecting a transaction if: (i) We receive actual notice or have reason to believe that you filed or commenced a petition or proceeding for relief under any bankruptcy or similar law; (ii) The ownership of funds involving a transaction is in question; (iii) We suspect a breach of the security procedures; (iv) We suspect that your account has been used for illegal or fraudulent purposes; or (v) We reasonably believe that a transaction is prohibited by federal law or regulation, or otherwise so provided in the Agreement. MVFCU will not be liable if the Member fails to report timely any error or discrepancy reflected in an account statement prepared by the Credit Union, or if the member fails to report a breach of a security procedure. If MVFCU fails to perform under this Agreement in accordance with the standards set herein, MVFCU's liability for damages, losses, and other compensation owing to you will be limited as set forth above.

Termination: Either party may terminate this Agreement upon notice to other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you will promptly remit all unpaid monies due under this Agreement. MVFCU may immediately suspend or terminate your access to the Service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or MVFCU from harm or compromise of integrity, security, reputation, or operation.

Enforcement: You agree to be liable to MVFCU for any liability, loss, or expense as provided in this Agreement that MVFCU incurs as a result of any dispute involving your accounts or services. You authorize MVFCU to deduct any such liability, loss, or expense from your account without prior notice to you. This Agreement shall be governed by and construed under the laws of the State of Washington as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled, subject to Washington law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal bankruptcy proceedings, and any post-judgment collection actions, if applicable. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provision may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

I have read and agree to the Terms of Agreement and Disclosure.

Account #: _____

Member Signature

Date

E-mail Address