

**PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP A COPY FOR YOUR RECORDS.**

### **Mobile Check Deposit Service Terms and Conditions**

This Mobile Check Deposit Service Terms and Conditions amends and supplements the Online Access Agreement (collectively, "this agreement"). Except as expressly modified hereby, the Online Access Agreement will remain in full force and effect and applicable to the Service described herein.

Please note that this agreement contains a binding ARBITRATION AND CLASS ACTION WAIVER provision which affects your rights with respect to any claims or disputes by or against United Federal Credit Union. Please closely review the Arbitration and Class Action Waiver section of this agreement. You may opt out by following the specified process within the specified timeframe.

#### **Explanation of Certain Terms**

Terms used herein and not otherwise defined are defined as set forth in the Online Access Agreement.

"Compatible Mobile Device" means an Android™ or iPhone® phone with a rear-facing camera.

"Service" means our Mobile Check Deposit Service or, when accessed through Business Online Banking Security Procedures, the Business Mobile Check Deposit Service.

"System" means all software, hardware, equipment, communications network, internet service, or other products or services necessary for you to access a Service, including without limitation a Compatible Mobile Device.

#### **Use of the Service**

The Service allows you to deposit checks into your eligible accounts with us from a remote location by digitally imaging, or photographing, an item with a Compatible Mobile Device that then delivers the image and associated deposit information to us electronically. You can only submit one check deposit at a time. You may submit additional check deposits consecutively, after each submission is complete.

To use the Service, you must obtain and maintain, at your expense, a Compatible Mobile Device.

#### **Eligibility and Qualification Requirements**

You must first download our Mobile App on your Compatible Mobile Device in order to access the Service. You must have at least one account with us that is eligible for the Service.

To qualify for the Service, you must meet eligibility criteria as dictated by us including, but not limited to, the following:

- If you are a natural person, you are 18 years of age or older;
- Your share or loan accounts have not created an unrecoverable economic loss to us;
- You must be current on all of your loans with us;
- You must bring your share accounts to a positive balance at least once every thirty (30) days

or less;

- You must have had a total of less than six (6) transactions returned for nonsufficient funds (“NSF”) in the last twelve (12) months; and
- You must have had less than three (3) returned deposit items in the last twelve (12) months.

### **Eligible Accounts**

The following types of Consumer Accounts are eligible for the Service:

- Membership Savings
- Youth Savings
- Achiever Savings
- Holiday Club
- eCash
- Rewards Checking
- Ultra Checking
- Platinum Plus Checking
- Members Advantage Money Market
- Bonus Builder Money Market

The following types of Non-Consumer Accounts are eligible for the Service:

- Business Membership Savings
- Business Checking
- Business Growth Checking
- Public Funds Checking
- Public Funds Members Advantage Money Market

### **Charges or Fees**

We may charge a usage fee for each mobile check deposit made into an eligible account using the Service, as disclosed within the Service or on our applicable fee schedule in effect at the time of the deposit. We reserve the right to charge or change a usage fee for the Service at any time. We will comply with any notice requirements under applicable law for such changes.

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 will be assessed a fee for a returned deposit item in the amount shown on our applicable fee schedule in effect at the time of the return. If there are not sufficient available funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that we may debit any account maintained by you with us in order to obtain payment of your obligations under this agreement.

You acknowledge that wireless providers may impose fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions.

### **Consent to Contact You via Mobile Phone**

**You agree that we or our authorized agent may contact you via any wireless device used to access the**

**Service, including your Compatible Mobile Device, for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes. Your consent applies to any mobile device or mobile phone that you use to access the Service and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us or our authorized agent to contact you using autodialed or prerecorded calls and text messages.**

### **Eligible Items**

Subject to exclusions described elsewhere in this agreement, you agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC, Availability of Funds and Collection of Checks. You may only use the Service to deposit original paper checks that are made payable to the name of an account owner.

### **Ineligible Items**

You agree that you will not use the Service to scan and deposit any ineligible item. Ineligible items include, but are not limited to, the following:

- Checks payable to any person or entity other than you;
- Checks payable to two (2) or more payees not alternatively, unless deposited into an account owned by all payees (for example, a check made payable to "John and Jane" cannot be deposited into an account that is not owned by both John and Jane);
- Checks payable to "United Federal Credit Union" or "UFCU";
- Third party checks (for example, a check that is payable to someone else, endorsed and signed over to you);
- Checks that are incomplete (for example, any item that does not contain the signature of the maker, endorsement signature(s), or other required information);
- Substitute checks (for example, paper checks created from an electronic image);
- Photocopies of checks;
- Checks that require authorization;
- Checks with inconsistent numerical and written dollar amounts;
- Checks that are not dated;
- Checks that are stale-dated (for example, ninety (90) days or more after the issue date for checks containing instructions that state "Void 90 days after issue date");
- Checks that are post-dated (for example, a check showing a future date);
- Checks that are more than six (6) months old;
- Checks containing an obvious alteration to any of the fields on the front of the check or item;
- Checks that you know or suspect are fraudulent or not properly authorized;
- Checks not payable in United States currency;
- Checks issued by a financial institution located outside the United States;
- Checks transmitted from an Office of Foreign Assets Control (OFAC)-restricted country;
- Loan, credit card or mortgage payments;
- Travelers checks;
- Starter or counter checks;
- Amex Gift Cheques;

- Savings bonds;
- Government warrants;
- Insurance drafts;
- Non-negotiable items (for example, items stamped “non-negotiable”);
- Deposits to IRA, HSA, or Share Certificate accounts;
- Deposits to Representative Payee accounts, estate accounts or other accounts with similar custodial arrangements other than accounts owned by trusts;
- Checks that exceed the deposit limit(s) that we establish for the Service;
- Checks previously submitted for deposit to us or any other depository bank;
- Checks that have previously been returned unpaid for any reason; and
- Checks purporting to be a lottery or prize winning.

### **Image Quality**

The image of the item transmitted to us must be clearly legible. The image being transmitted must comply with all standards for image quality established by American National Standards Institute, including but not limited to ANSI X9.100-140, clearing house, association or any other regulatory agency.

### **Endorsement Requirements**

You agree to endorse all items with your signature and print "For eDeposit Only at UFCU" on all items. We reserve the right to reject all items that are not endorsed as specified.

### **Deposit and Availability Limits**

For security reasons, we implement limits on the number and/or dollar amount of mobile deposits you can make using the Service and limits on the availability of funds associated with those mobile deposits. We reserve the right to change these limits or suspend access to the Service as we deem necessary or advisable for security reasons.

When using the Service to deposit funds, each mobile deposit is limited to \$5,000 per check.

### **Receipt of Items**

We are not liable for items we do not receive or for images that are not transmitted completely.

An image is considered received when the status of the item is “Accepted” and the description of the item is “Submitted and Pending Review”. However, such status and description of the item does not mean that the transmission was without error. Once an item is reviewed and approved, the status of the item is “Accepted” and the description of the item is “Your check has been accepted and processed”.

All items will be considered transmitted from and received in St. Joseph, Michigan, regardless of your physical location when an item is transmitted or received.

### **Right to Reject Items**

We reserve the right to reject any item transmitted through the Service, at our discretion. This right is without limitation, subject to applicable law, and includes, but is not limited to, the right to reject any

item whether or not the status of the item is “Accepted” or the item has been received, reviewed, approved, or processed. If we reject an item, you agree that we may charge back the amount of the item to the account to which the check was originally deposited. If there are not sufficient available funds in your account to cover the amount of the item, the account will be overdrawn and you will be responsible for payment; you will also be assessed an overdraft fee in the amount shown on our applicable fee schedule in effect at the time of the overdraft. You agree that we may debit any account maintained by you with us in order to obtain payment of your obligations under this agreement.

### **Cut-Off Time**

The Cut-Off Time is 8:00 PM EST; however, the Cut-Off Time may vary for reasons including without limitation scheduled software maintenance.

The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your Compatible Mobile Device. For this reason, we suggest that you transmit an item for mobile deposit to us sufficiently in advance of any Cut-Off Time to eliminate the possibility of missing the cutoff.

### **Provisional Credit and Availability of Funds**

Below is our general funds availability policy for the Service:

If one or more items are transmitted before the Cut-Off Time:

- Up to \$500.00, per day, is available when the item(s) has been reviewed and approved, which occurs when the status of the item is “Accepted” and the description of the item is “Your check has been accepted and processed”;
- Anything greater than \$500.00 but less than or equal to \$5,000.00, per day, is available on the second (2) Business Day after the item(s) has been reviewed and approved; and
- Anything greater than \$5,000.00, per day, is available on the seventh (7) Business Day after the item(s) has been reviewed and approved.

An item transmitted after the Cut-Off Time will be treated as having been transmitted the next calendar day and will not be received earlier than the next calendar day.

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 beyond the general funds availability policy, and we will tell you the time period within which the funds will be available for withdrawal. You agree to receive all notifications regarding your use of the Service including, but not limited to, exception notices via electronic message or, in our sole discretion, by mail. With respect to each item you send to us for deposit, you agree to indemnify and reimburse us for and hold us harmless from and against any and all losses, costs, and expenses.

### **Method of Presentment**

The manner in which items are cleared, presented for payment, and collected will be in our sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

## **Retention and Disposal of Items**

You agree to retain each item no fewer than 120 days after your funds have been posted to your account. Upon receipt of these funds, you agree to mark the items prominently as "Void" and to dispose of the item(s) in a way that prevents representing for payment. You agree to store each retained item in a secured locked container until such proper disposal is performed. You will promptly provide any retained item to us as requested to aid in the clearing and collection process or to resolve claims by us or third parties with respect to any item.

## **Additional Security Procedures**

To prevent unauthorized usage of the Service, you agree to ensure the security of the System, including without limitation any Compatible Mobile Device(s), you own or use to access the Service. Securing these devices includes without limitation installing operating system patches, antivirus software, firewall and malware detection as applicable, keeping the security software current, and securing the physical device from theft or unauthorized use. You agree to provide additional information regarding your security measures upon request.

You agree to comply with all of our present and future Security Procedures for the Service covered by this agreement. This includes, but is not limited to, protection of passwords and other personal information. If you permit any other person or entity to use the Service or to access or use your Security Procedures or other means to access your account(s), you are responsible for any transactions and activities performed on your account(s) and for any use of your personal and account information by such person or entity. If you believe someone may attempt to use your Security Procedures or other means to access your account(s) without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us at 1-888-982-1400. We may at our option change the parameters for the Security Procedures without prior notice to you.

You agree that our current Security Procedures are commercially reasonable. We may advise you of changes to the Security Procedures to the extent they affect your use of the Service, but failure to do so will not affect your obligations or our rights. You agree to give all of our Security Procedures the highest level of confidentiality and to ensure that no Security Procedures are used by or accessible to anyone other than persons you have authorized.

Notwithstanding any Security Procedure which may from time to time be in effect for detecting errors in transactions covered by this agreement, we have no duty to discover or report to you any such errors. Neither will we be liable to you for the failure of such Security Procedure to detect such errors, regardless of the manner in which we apply such Security Procedures.

## **Disclaimer of Warranties**

Our representations, warranties, obligations, and liabilities and your rights and remedies set forth in this agreement are exclusive. The Service is provided by us and our licensors "**AS IS**" and "**WHERE IS**" and on an "**AS AVAILABLE**" basis. We disclaim all warranties of any kind as to use of the Service, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. We make no warranty that (i) the Service will be uninterrupted, timely, secure or error free; (ii) the Service will meet your requirements; (iii) the results that may be obtained from the Service will be accurate or reliable; or (iv) any errors in the Service or technology will be corrected.

## **Limitation of Liability**

UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOSSES, DAMAGES, OR LIABILITIES ARISING FROM OR RELATED TO USE OF THE SERVICE. We are not liable for any loss or damages resulting from any failure of your Compatible Mobile Device or other System component. We are not responsible for any electronic virus that you may encounter. Our liability for errors or omissions with respect to the data transmitted or printed by us will be limited to correcting the errors or omissions.

## **User Warranties and Indemnification**

You warrant to us that:

- You will only transmit eligible items that are properly endorsed;
- Images meet the image quality standards;
- You will not transmit duplicate items;
- You will not deposit or re-present the original item once it has been scanned and sent through the Service unless specifically requested to do so by us;
- All information you provide to us is accurate and true;
- We will not sustain a loss because you have deposited an image;
- We will not sustain a loss because the original item was deposited or presented before or after it was scanned and sent through the Service;
- You will comply with this agreement and all applicable rules, laws and regulations; and
- Items you transmit do not contain viruses.

You agree to indemnify and hold us harmless from any loss for breach of the warranty provision.

**\*\*\* THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT RELATE ONLY TO CONSUMER ACCOUNTS: \*\*\***

### **Statements – Consumer Account**

Your mobile deposits made using the Service will be included on the periodic statements we provide or make accessible to you for your account(s) with us. We may also provide or make accessible to you statement information electronically or by some other means. You agree to notify us promptly if you change your mailing address, your e-mail address or if you believe there are any errors or unauthorized transactions on any statement or in any statement information.

### **Errors or Discrepancies – Consumer Account**

Notify us at 1-888-982-1400 as soon as possible if you believe your Consumer Account statement is incorrect or if you need more information about a transaction listed on the Consumer Account statement. We must hear from you no later than 60 days after we sent the FIRST Consumer Account statement on which the problem appeared. Tell us your name and account number. Describe the error or transaction you are unsure about, and explain as clearly as you can why you believe it is an error and why you need more information. Tell us the dollar amount of the suspected error.

If you do not notify us within 60 days from the date your Consumer Account statement was sent to you, you may not be compensated for any losses.

**\*\*\* END OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT RELATE ONLY TO CONSUMER ACCOUNTS \*\*\***

**\*\*\* THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT RELATE ONLY TO NON-CONSUMER ACCOUNTS: \*\*\***

### **Business Mobile Deposit Indemnification - Non-Consumer Account**

You will indemnify and hold harmless Indemnitees from and against all claims, demands, expenses, liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) arising out of or in connection with your use of the Service or breach of any warranty set forth herein. This indemnity will survive the termination of the Treasury Management Services Agreement and the termination of any Service-Specific Terms and Conditions.

### **Statements – Non-Consumer Account**

Your mobile deposits made using the Service will be reflected on periodic statements we issue to you for your accounts with us. You must promptly examine your account statement and promptly notify us of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify us of any such discrepancy within fourteen (14) calendar days of receipt of a periodic statement containing such information, we shall not be liable for any loss, including loss of dividends, resulting from your failure to give such notice. You agree that fourteen (14) calendar days from the date of receipt of the periodic statement is a reasonable time for you to notify us of any errors or discrepancies, unless any laws, rules or regulations provide for a shorter period of time.

**\*\*\* END OF THE TERMS AND CONDITIONS OF THIS AGREEMENT THAT RELATE ONLY TO NON-CONSUMER ACCOUNTS \*\*\***

### **Choice of Law and Severability**

This agreement is governed by the federal law of the United States of America and the internal law of the State of Michigan, except to the extent that this agreement can and does vary such laws and rules. If any of the terms of this agreement cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law and in a manner that comes closest to expressing the intent of such unenforceable term. The remaining terms and the application of the challenged term to persons or circumstances other than those as to which it is declared invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **ARBITRATION AND CLASS ACTION WAIVER RULES**

**Please review this provision carefully: It affects your legal rights. Arbitration of a dispute will result in the loss of any right to participate in a class action lawsuit related to the claim arbitrated.**

**1. Notice of Dispute Required.** Before making any claim for damages against us in court or arbitration as provided for under this agreement, you agree to first send us written notice of your claim or dispute. Your notice should be sent to the following address:

UNITED FEDERAL CREDIT UNION  
ATTN: LEGAL DISPUTE PROCESSING  
P.O. BOX 125



ST. JOSEPH, MI 49085

Your notice to us should include the following:

- (1) Your name and account number (if any).
- (2) Describe your claim or dispute, and explain as clearly as you can why you believe you are entitled to damages.
- (3) Tell us the dollar amount of your alleged damages.
- (4) Tell us your desired resolution to your claim or dispute.

You agree we have thirty (30) days from the date we actually receive your notice to review your claim or dispute, during which time each of us agrees to make a good faith effort to resolve such claim or dispute. This thirty (30) day period will apply to each claim or dispute you notify us of. If your claim or dispute is not resolved to your satisfaction after thirty (30) days, you may make your claim in arbitration (subject to exclusions), as provided below.

## **2. Arbitration Procedures.**

**A. Electing Arbitration.** Except if you opt out as provided below, you or we may elect to arbitrate any claim or dispute between you and us arising from or related in any way to this agreement or any account, product, or service you have or have had with us. This arbitration provision applies regardless of whether the claim or dispute is based in contract, tort, or otherwise. If arbitration is elected, any claim or dispute will be resolved by individual (not class-wide) binding arbitration instead of a lawsuit or other resolution in court. This arbitration provision does not apply to any individual action brought in small claims court (or your state court equivalent). Any arbitration hearing will be within 50 miles of your residence at the time the arbitration is commenced, unless otherwise mutually agreed.

**B. Arbitration Costs.** We will reimburse the amount of filing, case management, administration, and arbitrator fees you are required to pay. Notwithstanding the foregoing, we will not reimburse you for any fees if the arbitrator determines that your claim or dispute was frivolous or baseless. Each party will be responsible for its own fees, including attorneys' fees in any arbitration, except that the arbitrator is permitted to award attorneys' fees to the prevailing party under applicable law or agreement.

**C. Arbitrator and Arbitration Rules.** The party electing arbitration must choose between one of two organizations: the American Arbitration Association ("AAA"); or Judicial Arbitration and Mediation Services ("JAMS"). The rules and codes of procedure of the chosen organization in effect when arbitration is elected will apply. Arbitration will be conducted by a single, neutral arbitrator. The arbitrator is bound by the terms of this agreement and will be a retired judge or attorney with experience in financial institutions.

**D. Effect of Arbitration Award.** The arbitrator's decision and award will be final and binding on all parties, except for any right to appeal provided by the Federal Arbitration Act, and may be entered in any court, state or federal, having jurisdiction. Any relief available in a court of law can be awarded by the arbitrators.

**3. Federal Arbitration Act.** This agreement is considered a transaction in interstate commerce. As such, the Federal Arbitration Act (Title 9 of the US Code) governs the interpretation and enforcement of this arbitration provision. Any issue concerning the validity or enforcement of this arbitration provision, or whether it applies to any specific claim or dispute will be determined by the arbitrator.

**4. CLASS ACTION WAIVER.** Unless prohibited by applicable law, arbitration will be solely brought in your individual capacity and be solely between you and us. Neither you nor we have the right to

participate in a class action in court or arbitration, either as a class representative or class member. No arbitration between you and us may be joined or consolidated with any other arbitration. Under no circumstances shall there be any class action in arbitration. You and United Federal Credit Union acknowledge the Class Action Waiver is material and essential to the arbitration of any claims or disputes and is non-severable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

## 5. General.

**A. Severability; Survival.** Except as provided in the Class Action Waiver above, if any term of this arbitration provision is found unenforceable for any reason, it shall be severed and the remaining terms shall be enforced without regard to the invalid or unenforceable provisions. This arbitration provision shall survive termination of the agreement.

**B. Available Relief.** This arbitration provision does not preclude you from informing any federal, state or local agency or entity of your dispute. Such agency or entity may be able to seek relief on your behalf. Nothing in this arbitration provision limits your or our right, whether before, during or after the pendency of any arbitration proceeding, to exercise any self-help remedies, such as set-off, or repossession and sale of collateral, or to obtain injunctive relief or interpleader relief. The exercise of these rights will not constitute a waiver of the right to submit any dispute to arbitration.

**C. Exclusion.** To remove any doubt, this arbitration provision does not apply to: (i) any consumer credit transaction secured by a dwelling (including a home equity line of credit secured by your principal dwelling); or (ii) to any consumer credit obtained while you were a covered borrower as defined by the Military Lending Act.

**6. RIGHT TO OPT OUT. YOU MAY OPT OUT OF THIS ARBITRATION AND THE CLASS ACTION WAIVER PROVISION BY SENDING A WRITTEN REQUEST TO US AT UNITED FEDERAL CREDIT UNION, ATTN: OPERATIONS, P.O. BOX 125, ST. JOSEPH, MI 49085. YOUR WRITTEN NOTICE MUST INCLUDE YOUR NAME, ADDRESS, ACCOUNT NUMBER, AND INDICATE YOUR CHOICE TO OPT OUT OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. NOTICE MUST BE RECEIVED WITHIN SIXTY (60) DAYS AFTER THIS AGREEMENT WAS DELIVERED OR OTHERWISE MADE AVAILABLE TO YOU. IF YOU FAIL TO OPT OUT WITHIN THIS SIXTY (60) DAY PERIOD, YOU WILL BE DEEMED TO HAVE PROVIDED YOUR CONSENT TO THE RESOLUTION OF CLAIMS OR DISPUTES THROUGH BINDING ARBITRATION. OPTING OUT OF ARBITRATION WILL NOT TERMINATE OR EFFECT ANY OTHER RIGHTS YOU OR WE HAVE UNDER THIS AGREEMENT. IF YOU OPT OUT, YOU MUST OPT OUT OF ALL TERMS OF THIS ARBITRATION AND CLASS ACTION WAIVER PROVISION. YOU MAY NOT OPT OUT OF ONLY CERTAIN TERMS.**

## Signature

You agree to all of the provisions of this agreement by any and all of the following means:

- Using the Service.
- Physically or electronically signing this agreement.
- Causing your agent to physically or electronically sign this agreement.
- Entering into, consenting to, or otherwise accepting this agreement electronically.

Your electronic consent or use of the Service has the same effect as if you or your authorized agent had

signed this agreement with your physical signature.

Your physical signature, electronic consent, or use of the Service is also your acknowledgement that you have received a copy of this agreement. If you would like to have a paper copy of this agreement, please call us at (888) 982-1400 or write to us at:

United Federal Credit Union  
PO Box 125  
St. Joseph, MI 49085

Unauthorized use of the Service is strictly prohibited.