

Mobile Check Deposit User Agreement (“Agreement”):

This Agreement contains the terms and conditions for the use of the ADVANTAGE FINANCIAL Federal Credit Union (ADVANTAGE FINANCIAL FCU) Mobile Check Deposit capture service that ADVANTAGE FINANCIAL FCU (“us,” or “we”) may provide to you (“you,” or “User”). Other agreements you have entered into with ADVANTAGE FINANCIAL FCU, including the Online Banking Agreement as well as the Membership Account Agreement and Disclosures governing your ADVANTAGE FINANCIAL FCU account, are incorporated by reference and made a part of this Agreement.

1. Services. The Mobile Check Deposit services (“Services”) are designed to allow you to make deposits to your checking, savings, or money market savings accounts from you mobile device(s) by creating images of checks and delivering the images and associated deposit information to ADVANTAGE FINANCIAL FCU or ADVANTAGE FINANCIAL FCU’s designated processor. There is currently no charge for the Services.

2. 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. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, ADVANTAGE FINANCIAL FCU 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.

3. Limitations of Service. When using the Services, 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 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.

4. Eligible items. You agree to create images of 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 ADVANTAGE FINANCIAL FCU shall be deemed an “item” within the meaning of Articles 3 and 4 of the Uniform Commercial Code.

You agree that you **will not** use the Services to create images of and deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you.

- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
- c. Checks payable jointly, unless deposited into an account in the name of all payees.
- d. 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 or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn.
- e. Checks or items previously converted to a substitute check, as defined in Reg CC.
- f. Checks or items drawn on a financial institution located outside the United States.
- g. Checks or items that are remotely created checks, as defined in Reg CC.
- h. Checks or items not payable in United States currency.
- i. Checks or items dated more than 6 months prior to the date of deposit.
- j. Checks or items prohibited by ADVANTAGE FINANCIAL FCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your ADVANTAGE FINANCIAL FCU account.
- k. Checks payable on sight or payable through Drafts, as defined in Reg. CC.
- l. US Savings Bonds
- m. Cash

5. Image Quality. The image of an item transmitted to ADVANTAGE FINANCIAL FCU using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.

6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as **"For deposit only, ADVANTAGE FINANCIAL FCU account # _____"** or as otherwise instructed by ADVANTAGE FINANCIAL FCU. You agree to follow any and all other procedures and instructions for use of the Services as ADVANTAGE FINANCIAL FCU may establish from time to time.

7. 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 a confirmation from ADVANTAGE FINANCIAL FCU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. 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 ADVANTAGE FINANCIAL FCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

8. Availability of Funds. You agree that items transmitted using the Services 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 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. Funds deposited using the Services will generally be made available on the second business day after the day of deposit. ADVANTAGE FINANCIAL FCU may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as ADVANTAGE FINANCIAL FCU, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from ADVANTAGE FINANCIAL FCU that we have received and accepted the image of an item, you agree to prominently mark the item as “Electronically Presented” or “VOID” and to ensure that it is not re-presented for payment. You agree never to re-present the item. You agree to retain the original item for 30 days and will promptly provide any retained item, or a sufficient copy of the front and back of the item, to ADVANTAGE FINANCIAL FCU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for ADVANTAGE FINANCIAL FCU’s audit purposes. You agree to properly dispose of the item after the 30 day period.

10. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

11. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by ADVANTAGE FINANCIAL FCU from time to time. ADVANTAGE FINANCIAL FCU 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.

12. Errors. You agree to notify ADVANTAGE FINANCIAL FCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable ADVANTAGE FINANCIAL FCU account statement is sent. Unless you notify ADVANTAGE FINANCIAL FCU within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against ADVANTAGE FINANCIAL FCU for such alleged error.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in ADVANTAGE FINANCIAL FCU's sole discretion subject to the Membership Account Agreement and Disclosures governing your account.

14. 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 Membership Account Agreement or any other agreement with us.

15. 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.

16. Ownership & License. You agree that ADVANTAGE FINANCIAL FCU 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 ADVANTAGE FINANCIAL FCU's business interest, or (iii) to ADVANTAGE FINANCIAL FCU'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.

17. 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.

18. 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 ADVANTAGE FINANCIAL FCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

19. User warranties and indemnification. You warrant to ADVANTAGE FINANCIAL FCU that:

- a. You will only transmit eligible items.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. You will not re-deposit or re-present the original item.
- e. All information you provide to ADVANTAGE FINANCIAL FCU is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.
- g. You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless ADVANTAGE FINANCIAL FCU from any loss for breach of this warranty provision.

20. Other terms. You may not assign this Agreement. This Agreement shall be governed by the laws 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.