

**Mobile Deposit**  
Agreement & Disclosure

**Point Breeze Credit Union is delighted to offer you the convenience of Mobile Deposit!**

This Mobile Deposit Agreement & Disclosure ("Agreement") contains the terms and conditions for the use of Mobile Deposit provided by Point Breeze Credit Union ("Credit Union", "us," or "we") to you ("you," or "user"). Other agreements you have entered into with the Credit Union, including your Membership Agreement or Account Agreement, as amended from time to time, are hereby incorporated by reference and made a part of this Agreement.

**Service.** The Mobile Deposit service ("Service") is designed to allow you to make deposits to your eligible Point Breeze Credit Union Account(s) by using your mobile device to scan checks and deliver check images and associated deposit information to the Credit Union or the Credit Union's designated processor. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled.

**Acceptance of these Terms.** Clicking the "Accept" option in the Deposit Checks portion of the Service 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. Your continued use of the Service 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 of the Service.

**Limitations of Service.** We will attempt to post alerts on our website to notify you of any interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur as a result of such technical or other difficulties. This Service has 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 Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

**Hardware and Software.** In order to use the Service, 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 Service. 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. Your wireless carrier may assess you fees for data or messaging services. Please consult your wireless plan or provider for details. You agree that, when you use Mobile Deposit, you remain subject to the terms and conditions of your existing agreements with the Credit Union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Deposit (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us. Mobile Deposit may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. Point Breeze Credit Union cannot guarantee and is not liable for the availability of data services provided by your wireless carrier, such as data outages or "out of range" issues.

**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 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 check types or other items which are ineligible:

- Money Orders, Travelers Checks, Savings Bonds, incomplete checks, or items stamped "non-negotiable"
- Items claiming to be a lottery or prize winning
- Checks drawn on a financial institution located outside the United States or not payable in United States currency
- Checks payable to any person or entity other than the person or entity that owns the account to which the check is deposited
- Checks containing an alteration on the check front 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 indorsed by all parties and deposited into an account in the name of all payees
- Stale-dated checks (more than 6 months old) and post-dated checks (dated for a future day)
- Checks previously submitted for deposit, converted to a substitute check or a remotely created check
- Checks payable on sight or payable through Drafts, as defined in Regulation CC

**Endorsements and Procedures.** You agree to legibly endorse any item transmitted through the Service with your signature, and in the case of business accounts, an endorsement stamp, and the words "For Mobile Deposit" You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time. Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space at our discretion. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

**Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to us. 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 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 determine 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.

**Availability of Funds.** You agree that items transmitted using the Service 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 Standard 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 Service will generally be made available in two business days from the day of deposit. The Credit Union may make such funds available sooner or later 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 the Credit Union, in its sole discretion, deems relevant.

**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 securely store the original check for 30 calendar days from the date of the image transmission to us and make the original check accessible to us at our request. Upon our request, you will deliver to us within 10 calendar days, at your expense, the requested original check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. After 30 days, you must destroy the original check by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check.

**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. We reserve the right to change these limits at any time without prior notice to you.

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

**Errors.** You agree to notify the 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 Credit Union Account Statement is sent. Unless you notify the 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 the Credit Union for such alleged error.

**Returned Deposits.** Any credit to your account for checks deposited using Mobile Deposit is provisional. If original checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item.

**Errors in Transmission.** By using the Service 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.

**Image Quality.** The image of an item transmitted to the Credit Union using the Service must be legible, as determined in the sole discretion of the Credit Union. 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. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**Accountholder's and User's Warranties and Indemnification.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Disclosure and Agreement. You understand and agree that this paragraph shall survive the termination of this Agreement. You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Credit Union or your use of the Service, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made by Digital Insight or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement

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.

- You have possession of the original check and no party will submit the original check for payment.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- 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.

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, inclusive of, but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title and interests in and to the Service, Software and Development made available to you.

**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.

**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 Service for any unauthorized or illegal purposes or you use the Service in a manner inconsistent with the terms of your Member Agreement, Account Agreement or any other agreement with us.

**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.

**Ownership & License.** 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 Credit Union's business interest, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. 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.

**Your Responsibilities.** You represent and agree to the following by enrolling in Mobile Deposit or by using the Service:

- **Account Ownership/Accurate Information.** You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Mobile Deposit. You represent and agree that all information you provide to us in connection with Mobile Deposit and any associated features and service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Deposit. You agree not to misrepresent your identity. You represent that you are an authorized user of the Device you will use to access Mobile Deposit.
- **User Security.** You agree to take precautions to ensure the safety, security and integrity of your account(s) and transaction(s) while using Mobile Deposit. You agree not to leave your Device unattended while logged in and to immediately log off at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login or other means to access Mobile Deposit, you are fully and wholly responsible for any transactions they may authorize and we will not be liable to you for any damages.

**DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE 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 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 (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 SERVICE 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 THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF POINT BREEZE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.