

EECU MOBILE DEPOSIT SERVICE AGREEMENT

Service. Mobile Deposit Service is designed to allow you to make deposits to your Educational Employees Credit Union checking accounts by using the camera on your mobile device to scan checks and deliver the images and associated deposit information to us or our processor. You may apply for Mobile Deposit after you log in to Mobile Banking.

Acceptance of Agreement. In this Agreement, the words “you” and “your” refer to the accountholder and all joint accountholders. The words “we”, “us” and “our” refer to Educational Employees Credit Union. The word “check” or “checks” refers to the original check(s). By electronically accepting this Agreement or by using Mobile Deposit Service, you are agreeing to all of the terms and conditions outlined within this Agreement.

Availability of Funds. Deposits are subject to review before posting and funds are not available for immediate withdrawal. Deposits will be credited to your account after the image has been received by the credit union and reviewed. Mobile Deposits confirmed as received before 3 p.m. PST on a business day will generally be credited to your account within 24 hours of receipt. Deposits confirmed received after 3 p.m. PST on a business day, and deposits confirmed received on holidays or days that are not business days will be credited to your account the following business day.

Funds will generally be made available when they are credited to your account. However, in certain circumstances availability may be delayed based on the type of item, your transaction experience with us, the length and scope of your credit union relationship, and other factors that we, at our sole discretion, consider relevant. In these cases, funds will generally be made available within three business days of the deposit. Mobile Deposits are not classified as “in-person” deposits and are not subject to our Funds Availability Policy.

Limits. We may establish limits on the dollar amount and/or number of items or deposits you may transmit and may modify those limits 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.

Eligible Items. You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand.)

Ineligible Items. You agree that you will not use Mobile Deposit to transmit and deposit:

- Checks payable to any person or entity other than you or the entity that owns the account to which the check is being deposited (i.e., payable to another party and then endorsed to you).
- Checks payable to you and another party not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 dated more than six months prior to the deposit or that are future dated.
- Checks that are incomplete or on which the numerical and written amounts do not match.
- Checks drawn on the account to which they are being deposited.
- Checks that were previously returned unpaid.
- Substitute checks.
- Savings bonds and government bonds.
- Checks drawn on a financial institution located outside of the United States or not payable in United States dollars.
- Checks that were previously submitted through our Mobile Deposit Service or that were presented for payment at another financial institution.

Image Requirements. 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. The image quality must 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.

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. Your endorsement must include your signature and “EECU Mobile Deposit Only”. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint member/owner, either of you can endorse it. If the check is made payable to you and your joint member/owner, both of you must endorse the check.

Receipt of Checks/Images. Images processed for deposit through Mobile Deposit will be treated as “deposits” under your current Master Account Agreement & Disclosure with us and will be subject to all terms of the document, with the exception of the Funds Availability Policy.

We reserve the right, at our sole discretion and without liability to you, to reject any item transmitted to us through Mobile Deposit. We are not responsible for images that we do not receive. A check image is considered received when you receive confirmation that the image has been received for review. Receipt of such confirmation does not mean that the image will be credited to your account as a deposit. It is your responsibility to verify that your image has been received and that the deposit has been credited to your account. You can verify this through the application. We will notify you by email of rejected images.

Following receipt, we may process the image by preparing a “substitute check” or by clearing the item as an image.

Original Checks. After depositing your check using Mobile Deposit, write “Mobile deposit on [Date]” on the front of your check. The date should be the month, day, and year of your deposit. Then securely store your check for 30 days after your deposit. This allows sufficient time in case the original check is required for any reason. After 30 days destroy the check using a shredder or by other method that will render it unusable.

You agree that you will never re-present the original check to EECU or to another financial institution. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

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 we may charge back the amount of the original check and provide you with an image of the original check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

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.

Your Warranties. You make the following warranties and representations with respect to each image:

- 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.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- 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.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data or related systems.

Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all 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 Service Unavailability. Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable to you, you may deposit original checks at our branches or through our ATMs.

Limitations of Service. When using Mobile Deposit, you may experience technical or other difficulties. We are not responsible for any difficulties or resulting damages.

We may cancel or suspend your use of the service at any time without prior notice to you. We may change or discontinue Mobile Deposit Service at any time without prior notice to you.

Errors. You agree to advise us immediately of any actual or suspected error regarding checks deposited through Mobile Deposit. We must hear from you no later than sixty days after we mail/provide you the first statement on which the error appeared. If you do not notify us of an error within sixty days you may have waived your right to file a claim against us.

Mobile Deposit Security. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone with written confirmation 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.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us.

Do not give any other person access to your account. You are solely responsible if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

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, NCR Corporation, and Vertifi Software, LLC, retain all rights, title and interests in and to the Services, Software and Development made available to you.

Accountholder's Indemnification Obligation. 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 Services and/or breach of this 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 NCR Corporation, (NCR), and Vertifi Software, LLC (Vertifi), and hold harmless NCR, 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 FI or End User's use of the Services, Vertifi or NCR Applications, unless such claim directly results from an action or omission made by NCR or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE 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 ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

Financial Information. You must inform us immediately of any material change in your financial circumstances or any change in the information provided in your Application for any Remote Banking services. You agree to provide us any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.
