

Adventure Credit Union Mobile Remote Check Deposit Agreement

This Mobile Remote Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Mobile Remote Deposit that Adventure Credit Union (“Credit Union, “us”, or “we”) may provide to you (“you” or “User”). Other amendments you have entered into with Credit Union, including your membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Definitions:

- “Account” means your deposit account with us to which you are authorized to make a deposit using a Capture Device.
- “Capture Device” means any device acceptable to us that provides for the capture of images from Items and for transmission through the clearing process.
- “Check 21” means the Check Clearing for the 21st Century Act.
- “Image” means the electronic image of the front and back of an item, in addition to other required information, as specified by us, in the format we specify.
- “Image Replacement Check” or “IRD” means a substitute check, as defined in Check 21.
- “Item” is an “original” check, cashiers checks, government check, official check, traveler’s check or money order drawn on a financial institution within the United States and payable in U. S. Currency that is payable to you. Items are deemed to be “items” under the Uniform Commercial Code and “checks under The Expedited Funds Availability Act and Regulation CC.

Acceptance of the 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 by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, Credit Union 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.

Services. The Mobile Remote Deposit capture services (“Services”) are designed to allow you to make deposits to your checking or savings account. from home or other remote locations by scanning checks and delivering the images and associated deposits information to Credit Union or Credit Union’s designated processor. HSA and Back on Track accounts are not eligible for this service.

Limitations of Services. When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text message to notify you of these interruptions in Services. We cannot assume responsibility for any technical, 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 Service, in whole or in part, immediately and at any time without prior notice to you.

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 Credit Union is converted to an Image Replacement Document for subsequent 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 types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg CC.

- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Credit Union account.
- Checks payable on sight or payable through Drafts, as defined in Reg CC
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U. S. Treasury Department
- Checks that are prohibited by the Credit Union's current Membership Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.

Endorsement and Handling of Transmitted Items. You agree to properly endorse all Items that you deposit via the Service and to include in the endorsement the words “Mobile Deposit”. You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any bank by any other means. You will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other bank, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentation of the Item by any other means.

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. The current daily dollar limit is \$5,000.00 per business day with a maximum dollar limit per item of \$5,000.00. The current monthly deposit limit is \$25,000.00. We reserve the right to change these limits at any time without prior notice to you.

Deposit Deadline. All checks must be deposited before 5:00 pm Eastern Standard Time to receive credit on that same day. All deposits made after 5:00 pm Eastern Standard Time will be credited to your account on the next business day (day that the Credit Union is open for business).

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

Processing Images. You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other bank to which an Image is sent to handle the Image or IRD.

Image Quality. You are responsible for the image quality of any image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards, we may reject the Image without prior notice to you.

Each Image must include the front and back of the item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number (MICR line), and any endorsement or other information written on the check. You must also write: Mobile Deposit on the back of the check, below where you endorse the check.

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 the transmission. An image of an item shall be deemed received when you receive 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 credit to your account. We further reserve the right to charge back to your account at any time, any items 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 charge back of an ineligible item.

Deposit of Other Items. Deposits when Service not Available. You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a banking center, ATM, or bank by mail. You further agree to use such other channels when the Service may not be available.

Returned Items. You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credit received for deposits made through the Service are provisional, subject to verification and final settlement. Returned Items will come back either in the form of an Image or an IRD. If we return an Item to you unpaid for any reason you agree not to redeposit that Item via the Service.

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 5:00 pm. 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 day of deposit based on criteria established by Credit Union. If the available funds limit is less than the amount of the deposit, the remaining funds deposited will be available after two business days from the date of deposit. Credit Union 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 Credit Union, in its sole discretion, deems relevant. In some instances, all deposits will be held for two business days. You may contact Credit Union at 1-800-323-2129 with any questions on your own account limits.

Errors. You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event not later than 33 days from the date we sent the applicable Credit Union account statement. Unless you notify the Credit Union within 33 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against the Credit Union for such alleged error.

Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member claims, including; by providing, upon request and without further cost, any original or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

Hardware and Software Requirements.

- In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union, and the connectivity required to use the Service.
- You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to maintain internal security controls to protect your Capture Device and your member information.
- You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to cellular and internet service charge.

Disposal of Transmitted Items. Upon your receipt of a confirmation from Credit Union that we have received an image that you have transmitted, You agree to retain the check until receipt of your next statement or 30 days whichever is greater, from the date of the image transmission. After this time, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to Credit Union upon request.

Fees. The Credit Union reserves the right to charge fees for this service and to make changes to any fees from time to time. You shall be responsible for paying any such fees for use of the Service and you authorize the Credit Union to deduct any fees from any account in your name.

Federally Insured. All deposits made through Remote Deposit are federally insured by the NCUSIF. The NCUSIF is administered by the National Credit Union Administration, an agency of the federal government. This funds insures your savings to at least \$250,000. Contact Credit Union for additional information.

Intellectual Property. This Agreement does not transfer to you any ownership or proprietary rights, in the Service, or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service. Neither you nor any user you authorize will (a) sell, lease, distribute, license or sub license the Service; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reasons; (c) provide, disclose, divulge or make available to or permit use of the Service by any third party; (d) copy or reproduce all or any part of the Service; or (e) interfere, or attempt to interfere, with the Service in any way.

Ownership & License. You agree that Credit Union retains all ownership and proprietary rights in the Services, associated content, technology, and websites(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 Credit Union's business interest, or (iii) to Credit Union'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.

Enforceability. We may waive enforcement of any provision of the 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.

Representations and Warranties. You make the following representations and warranties to us: (a) You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and without reasonable instructions, rules, policies, specification, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party. (b) You will use the Service to transmit only eligible Images of Items for deposit. (c) You will transmit only Images of Items acceptable for deposit through the Service and will handle items as agreed herein. (d) You are a person authorized to enforce each Item or are authorized to obtain payment of each item on behalf of a person entitled to enforce an Item. (e) Items have not been altered. (f) Each Item bears all required and authorized endorsements. (g) Each Item has been endorsed as : Mobile Deposit (h) All of the warranties set forth in Section 4-207 of the uniform Commercial Code as adopted in the State of Michigan. (I) All images accurately and legibly represent all of the information on the front and back of the item. (j) You will not use the Service to transmit or deposit any item, (1- payable to any person or entity other than you, (2-drawn on your account, (3- which you know or should know to be fraudulent, altered, unauthorized , or missing a necessary endorsement, (4-that is a substitute check or image replacement document, (5- that is drawn on an institution located outside of the United States, or (6- that is created by you purportedly on behalf of the maker, such as a remotely created check. (k) No depository bank, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid. (l) You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement. (m) Items are valid negotiable instruments payable in U.S. Dollars.

Indemnification and Limitation on Liability. In addition to the indemnifications and limitations on liability contained in the Deposit Agreement and Disclosure, you hereby indemnify and hold us (Credit Union, Board of Directors and Employees) harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein.

THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY DAMAGES OTHER THAN THOSE CAUSED SOLELY AND DIRECTLY BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND ITS LIABILITY SHALL IN NO EVENT EXCEED YOUR ACTUAL DAMAGES. THE CREDIT UNION SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY THE CREDIT UNION ON AN 'AS IS' BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE,

INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE.

Amendment. We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend the existing terms and conditions. You will generally be provided advance notice of any change. If the change is favorable for you, we may make the change at any time without prior notification. If you do not agree with the change you may discontinue using the Service. If you continue using the Service, your continued use will be acceptance to the agreement changes.

Contact Us. Adventure Credit Union
Call Adventure Credit Union at 1-800-323-2129;
Write us at: P.O. Box 895, Grand Rapids, MI 49518-0895;
Send electronic mail messages to us from within online banking; Send an email to us via the internet at: support@adventurecu.org
www.adventurecu.org

Termination. We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination and we have had a reasonable time to act upon it. 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 Bank Services Agreement or any other Agreement with us.

6-6-2016