



MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Alliance Credit Union's Mobile Deposit services that we may provide to you. Other agreements you have entered into with Alliance Credit Union, as applicable to your ACU account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

1. Services. Alliance Credit Union's Mobile Deposit services ("Services") are designed to allow you to make certain deposits electronically by using a capture device to create an electronic image of a paper check payable in U.S. Dollars and delivering the images and associated deposit information to Alliance Credit Union or our designated processor. After you login to Mobile Banking, you may apply for Mobile Deposit.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any 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. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, Alliance 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.

3. Limitations of Service. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. 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, 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.

When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur.

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, you may deposit original checks at our branches or through our ATMs. In addition, 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. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Alliance Credit Union. Alliance Credit Union 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.

5. Fees. No fees are associated with using the service.

6. 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.) When the image of the check transmitted to Alliance Credit Union is converted to an image 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 Mobile 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. (i.e., no third party checks).
- Checks you are not authorized to endorse or deposit.
- 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.
- U.S. Savings Bonds, U.S. Postal Money Order, Money Orders, Cashier's Check or Travelers Checks, Convenience Checks (checks drawn against a line of credit or Credit Card) or Cash .
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by the bank's current procedures relating to the services or which are otherwise not acceptable under the terms of your account.
- 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 that have previously been deposited or negotiated in any way via any method at Alliance Credit Union or any other financial institution.

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "FOR ALLIANCE CREDIT UNION MOBILE DEPOSIT ONLY" or as otherwise instructed by

Alliance Credit Union. Each image must accurately and completely 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, signatures(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 Instituted, the board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. You agree to follow any and all other procedures and instructions for use of the Services as Alliance Credit Union may establish from time to time.

8. Receipt of Deposit Items. We reserve the right to reject any item transmitted through the Services, at our discretion. 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 Alliance 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 Alliance Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Availability of Funds. For purposes of funds availability, Mobile Deposits are considered deposited at an ATM of this financial institution and are subject to extended holds. Checks deposited via Mobile Deposits and confirmed as received before 4:00 p.m. CST deadline on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after 4:00 p.m. CST deadline, and deposits confirmed received on holidays or days that are not business days will be credited to your account within 24 hours of the following business day. Funds deposited using the Services will generally be made available on the second business day after the day of deposit. Please note that being credited to the account and being included in your available balance may not be the same thing.

10. Disposal of Transmitted Original Check. Upon your receipt of a confirmation from Alliance Credit Union that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least **60 calendar days** from the date of the image transmission. During the time the retained check is available, you agree to properly handle the check and upon our request, you will promptly provide it to Alliance Credit Union within **10 calendar days**. If not provided in a timely manner, such amount will be reversed from your account. After 60 days, you agree to destroy the check that you transmitted. After destruction of an original check, the image will be the sole evidence of the original check.

11. Deposit Limits. We reserve the right to and 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.

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

13. 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 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. 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 dishonored, 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.

14. Errors. You agree to notify Alliance Credit Union of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable Alliance Credit Union account statement is sent. Unless you notify Alliance Credit Union within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Alliance Credit Union for such alleged error.

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

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

17. User Warranties and Indemnification. You warrant to Alliance Credit Union that:

- You will only transmit eligible items. 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 transmit duplicate items.

- 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.
- You are authorized to endorse, enforce and obtain payment of the original check.
- You will not re-deposit or re-present the original item.
- All information you provide to Alliance Credit Union is accurate and true. Each image is a true, complete and accurate rendition of the front and back of the original check, without and alteration, and the drawer of the check has not defense against payment of the check.
- 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 agree to indemnify and hold harmless Alliance Credit Union from any loss or expenses (including attorney's fees and expenses of litigation) resulting from: Your breach of any of the warranties made by you pursuant to this account documentation and any claim pertaining to any warranty or indemnity that we make with respect to an item under the Check Clearing for the 21st Century Act, Federal Reserve Board regulations CC and J and all other laws, regulations and industry and clearing house rules applicable to checks.

18. 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.

19. Financial Information. You must inform us immediately of any material change in your financial circumstances or in any of 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.

20. Termination. We may terminate this Agreement at any time, for any reason, and without notice. 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 account agreement or any other agreement with us.

21. 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.

22. Ownership & License. You agree that Alliance Credit Union 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 Alliance Credit Union's business interest, or (iii) to Alliance Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only 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.

23. 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 NONINFRINGEMENT. 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.

24. 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 ALLIANCE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(End-Mobile Deposit User Agreement)