

## UW Credit Union Mobile Deposit Service Agreement

This Mobile Deposit Agreement (“Agreement”) contains the terms and conditions for your use of UW Credit Union’s (“UWCU,” “we,” or “us”) Mobile Deposit Service (“Service”). The Service allows you to make deposits to your checking, savings, or money market accounts from various computing devices, including your mobile phone or desktop. Except as modified herein, all terms and conditions of the Member’s Guide to Services (including the Deposit of Funds Requirements and the Funds Availability Policy) and Online Banking Agreement remain in full force and effect. If there is a conflict between this Agreement and the Member’s Guide to Services or the Online Banking Agreement, this Agreement shall control. Your use of the Service constitutes your acceptance of this Agreement.

The Service and terms of this Agreement are subject to change or termination by UWCU at any time and without notice, except as may be required by law. Use of the Service subsequent to any change constitutes your acceptance of such changes. Additionally, there are certain qualification requirements for the use of the Service, including that your accounts at UWCU are in good standing. UWCU reserves the right to change such requirements at any time without prior notice and to suspend or terminate the Service if you do not meet the qualifications.

### 1. DEVICE AND SYSTEM REQUIREMENTS

The Service requires the use of a device that can take clear photographs and the use of a computing device (*e.g.* phone or tablet) that can access the UWCU website or mobile application via the internet and upload photographs. The Service may not be compatible with the device or hardware on the device, and UWCU does not guarantee compatibility and is not responsible for any incompatibility with the Services. You agree that, when using the Service, through no fault of UWCU, you may experience technical or other difficulties. UWCU is not liable for any loss, damage, or claim that may arise as a result of these difficulties.

### 2. TERMS AND CONDITIONS OF DEPOSITS

You agree to scan and deposit only drafts or checks drawn on a U.S. credit union, savings and loan or bank and payable on demand in U.S. dollars. Each check may require a separate transaction through the Service. You agree that the image of the check transmitted to us shall be deemed an “item” within the meaning of Article 4 of the applicable Uniform Commercial Code.

You agree that you will not use the Service to deposit:

- a. Checks, items or drafts payable to any person or entity other than you (*i.e.* payable to another party and then endorsed to you)
- b. Checks, items, or drafts drawn on your account that you are depositing to the same account
- c. Checks, items, or drafts that are “non-negotiable”
- d. Checks, items or drafts payable jointly, unless endorsed by both parties, and deposited into an account in the name of at least one of the payees
- e. Checks, items or drafts payable to a business or organization and deposited into a personal membership account
- f. Checks, items or drafts that contain evidence of being altered or that you know or suspect are fraudulent, or that are not authorized by the owner of the account on which the check is drawn
- g. Checks, items or drafts that have been previously deposited, already submitted through the Service, or converted to an Image Replacement Document (IRD) or substitute check
- h. Checks, items or drafts with restrictive legends, which restrictions are not met
- i. Checks, items or drafts that are expired or post-dated or is dated more than six months prior to the date of deposit
- j. Checks, items or drafts that are incomplete
- k. Checks, items or drafts on which a stop payment order has been issued or to which there are insufficient funds
- l. US Postal Money Orders or checks, items or drafts drawn on non-U.S. financial institutions or paid in non-U.S. currency
- m. Checks, items or drafts into an unauthorized or ineligible account (*e.g.* Trust, IRA, restricted activity accounts, loans)

Deposits of any of the above may result in immediate termination of the Service and immediate reversal of the transaction or credit to your account.

### **3. TRANSMISSION AND UWCU'S RECEIPT OF ITEMS**

You agree to restrictively endorse any check or item transmitted through the Service as "For Mobile Deposit Only" or as otherwise required by us. Endorsements must be made on the back of the check or draft within 1½ inches of the top edge, although we may accept endorsements outside this space. However, any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you or any prior endorser will be your responsibility.

Images must be clear and readable to all parties in the transaction. They must provide all of the information on the front and back of the check, item or draft. The image must accurately and clearly show your endorsement, the information identifying the drawer and paying financial institution preprinted on the check, item or draft, and signatures. The image quality must comply with any applicable law, regulation, or guideline, including those established by the American National Standards Institute and the Federal Reserve Board, applying to electronic images of checks

We reserve the right to reject for any reason any item transmitted through the Service. We are not responsible for items we do not receive or for images that are dropped or damaged during transmission. An image of an item shall be deemed received when you receive confirmation that the transaction is completed. Receipt of such confirmation does not mean that the transmission was error free or will be considered a valid deposit and credited to your account. In the event we do credit your account and it is subsequently determined that the deposit was not valid for any reason, we reserve the right to charge back to your account (*i.e.*, debit your account) at any time. You agree that UWCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback or debit.

### **4. DEPOSIT LIMITS**

For those with a membership account less than 180 days old, you may deposit up to \$25,000 in one business day and up to \$25,000 in one rolling 30-calendar-day period. For those with a membership account that is 180 days old or greater, you may deposit up to \$50,000 in one business day and up to \$50,000 in one rolling 30-calendar-day period. These deposit limits are applicable only when you deposit funds using the Service. That is, these deposit limitations do not apply to other methods you may use for depositing funds at UWCU.

### **5. FUNDS AVAILABILITY**

Deposits made using the Service will be subject to UWCU's Funds Availability Policy as expressed in the Member's Guide to Services. Additional information regarding funds availability is included in this policy and should be reviewed by you.

After you make a deposit, the funds will be reflected as a credit to your account balance immediately.

Subject to our right to delay your ability to withdraw funds for reasons set forth in the funds availability policy in the Member's Guide to Services and/or to put holds on other funds in your account(s) that correspond to the amount deposited by you: (1) for those with a membership account less than 30 days old, the deposit will be available to withdraw no later than the seventh business day after the day of your deposit; (2) for those with a membership account at least 30 days old but less than 180 days old, \$225 of the deposit will be available to withdraw immediately; and (3) for those with a membership account open for 180 days or more, \$1,500 will be available to withdraw immediately. For the latter two types of accounts, the remaining amount of the deposit may not be available until the second business day after the deposit. If multiple deposits are made within the same business day, immediate availability limits are cumulative and not applied to each individual deposit.

For determining the availability of your deposits, every day is a business day, except federal holidays.

### **6. SAFEGUARDING AND DISPOSAL**

Until acceptance and clearance of the check or item for deposit, you agree to safeguard the check or item. After acceptance and clearance of the item for deposit, but in any event, no earlier than seven days, it is your responsibility to prominently mark the check or draft as being electronically deposited and to properly destroy it. You agree to not subsequently re-deposit or re-present the same check or draft for payment in any other way to us or any other party. You agree to cooperate with any claims, disputes or investigations related to your deposits, including by providing any check or draft (or a copy of the same) to UWCU.

## **7. SECURITY**

You are responsible for maintaining the confidentiality and security of the device(s) you employ, and all account and account access information (“Confidential Information”) you transmit, in using the Service and preventing unauthorized access to the same. You agree that you will not share your Confidential Information with anyone. You are responsible for any image or other information transmitted using this Service, which will be deemed to have been sent by you. You agree, however, to immediately notify us if there has been any theft or unauthorized access to the device you employ using the Service or to your Confidential Information. In the event we have reason to believe that there has been theft or unauthorized access, we reserve the right to suspend or terminate the Service; however, we are in no way under any obligation to do so.

## **8. MEMBER WARRANTIES AND ADDITIONAL AGREEMENTS**

You agree and warrant that:

- a. You will, at all times, comply with the terms and conditions of this Agreement, the Member’s Guide to Services and the Online Banking Agreement and to maintain your accounts in good standing.
- b. You will use the Service only for lawful purposes and will, at all times, comply with all applicable rules, laws, and regulations.
- c. You will immediately, but in any event, no later than sixty days after receiving a periodic statement reflecting a deposit via the Service, notify us by phone or in writing if you believe there has been an error with respect to any image transmitted to UWCU for deposit.
- d. You will indemnify and hold UWCU harmless from any damages, liabilities, costs, expenses (including attorney fees) or other harm arising out of or relating to this Agreement in any way. This provision shall survive the termination of your membership at UWCU and this Agreement.
- e. You will use the Service only for personal use and will not use it for the benefit of any third party.

## **9. LIMITATION OF LIABILITY**

WE ARE ONLY RESPONSIBLE FOR PROVIDING THE SERVICE AS EXPRESSLY STATED IN THIS AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS THE SERVICE. THE SERVICE IS PROVIDED “AS IS” AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE DEPOSIT, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF ANY PARTIES’ PROPRIETARY RIGHTS. IN NO CASE SHALL UWCU OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE DEPOSIT WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, UWCU AND OUR THIRD PARTY SERVICE PROVIDERS’ LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

## **10. CANCELLATION BY YOU; TERMINATION OR REFUSAL BY US**

You may cancel the Service at any time, allowing us a reasonable opportunity to act upon your request. If you cancel, we will not refund any portion of any fee assessed for any checks and items previously deposited via the Service. We will have no obligation to honor any instructions, in whole or in part, that (i) we reasonably believe is used for any illegal or

improper purpose or activity; (ii) we have reason to believe may not be authorized by you; (iii) would violate any law, rule or regulation applicable to us or the Service; (iv) is not in accordance with any other requirements stated in this Agreement or any of our policies, procedures or practices; or (v) for our protection or yours, we have reasonable cause not to honor. We reserve the right to refuse to honor an instruction or suspend or terminate the Service, in whole or in part, at any time, with or without notice to you, with or without cause, including, without limitation, if: (a) we have reason to believe that your account has been compromised or mismanaged in any way, such as by unauthorized or erroneous use of your Access Information; or (b) we believe the Service is not being used for its intended, bona fide and lawful purposes under this Agreement, the Member's Guide to Services and the UWCU's Online Banking Agreement; (c) we have reason to believe the Service is being used in an anti-competitive manner or contrary to UWCU's business interest; (d) your account is closed, access to your account is restricted for any reason, or if you do not use the Service for a period of time or (e) following initial enrollment you do not use the Service. Termination will not affect your liability or obligations under this Agreement, the Member's Guide to Services, the UWCU Online Banking Agreement or any other agreements you have with us for actions we have taken on your behalf.