

# ALABAMA TEACHERS CREDIT UNION

## REMOTE/MOBILE CHECK DEPOSIT

### USER AGREEMENT

This Agreement is incorporated into and becomes a part of the agreement governing your account(s). The terms and conditions in this Agreement govern and control to the extent that there is any conflict with the terms and conditions set forth in the agreement and disclosures governing your account(s). This Agreement is subject to the dispute resolutions provisions of the agreement(s) and disclosures governing your account, including the provisions addressing binding arbitration. The Credit Union has the right to change this Agreement at any time by notice mailed to you at the address shown on the Credit Union's account records, by posting notice in branches, or as otherwise permitted by law.

Remote and Mobile Check Deposit services are designed to permit you to make deposits to allowable accounts from home or other remote locations by scanning or taking pictures of checks and delivering the images and associated deposit information to us or our designated processor.

**AGREEMENT FOR RECEIVING ELECTRONIC DISCLOSURES:** You specifically consent and agree that we may provide all disclosures, agreements, consents, contracts, periodic statements, receipts, notices, modifications, amendments, and all other evidence of our transactions electronically. In addition, you consent and agree that we may provide governmental and/or third-party notices (such as IRS 1098, 1099, etc.), to include notices required by federal or state laws (such as notice of unclaimed property) or notice of the availability of any of the foregoing with you or on your behalf electronically. Hereinafter, all such disclosures and/or documentation is referred to as "electronic record(s)". We will do so by posting or providing a link to these items on the Credit Union's website, by submitting a notice to the e-mail address provided to us, or by using other electronic methods allowed pursuant to applicable laws and regulations to provide electronic records to you. You have a right to receive a paper copy of any of these electronic records if applicable law specifically requires us to provide such documentation. Also, you may withdraw your consent and revoke your agreement to receive records electronically. To request a paper copy or to withdraw your consent and agreement to receive electronic records call (256)543-7040 or (800)470-0704, or you may write us at: Alabama Teachers Credit Union, P.O. Box 1400, Gadsden, Alabama 35902.

Upon receipt of your consent, we will provide all electronic records to you as applicable, to the email address that you provide. You understand that you have no expectation of privacy if electronic records are transmitted to an email address owned by your employer or any other persons that are not owners, borrowers, authorized users, etc. You further agree to release the Credit Union from any liability if the information is intercepted or viewed by an unauthorized party at the email address provided by you, or any updates thereto that are provided to the Credit Union.

**FEES:** Currently there are no fees to use Remote or Mobile Check Deposit. All standard fees set forth in our Fee Schedule apply. We reserve the right to charge for these services in the future. Adequate notice as required by applicable laws and regulations will be provided in the event of such change.

**ELIGIBILITY/SERVICE TERMINATION:** Please note, all accounts are not eligible for Remote or Mobile Check Deposit. Eligibility is based on the Credit Union's sole discretion. One may not be eligible for use of these services if either or both of the following apply to their account(s):

- ATCU has revoked Overdraft Privilege
- ATCU has revoked the ability to conduct transactions through Shared Branching

The Credit Union reserves the right at any time to terminate your right to use Remote or Mobile Check Deposit as it deems necessary without prior notice to you. If notification is required by law, notice will be mailed to you at the address shown on the Credit Union's account records. It is the obligation of each member to provide updated addresses to the Credit Union as necessary.

**TECHNOLOGY REQUIREMENTS:** Remote Check Deposit is accessible via Online Banking, and Mobile Check Deposit is accessible via Mobile Banking. To use the Online Banking service, you must have access to the Internet through an Internet Service Provider (ISP). Any supported version of Chrome, Firefox, Edge and Safari browsing software can be used to access Online Banking. You are solely responsible for obtaining, maintaining, upgrading and operating your ISP and any associated software. We are not responsible for any loss, damage or claim caused by your ISP, any related software, or your computer communication equipment. To use the Mobile Banking service, you must use any supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details. It is your responsibility to update/upgrade your software and/or equipment as necessary to ensure that you can utilize these services.

**THIRD-PARTY SERVICE PROVIDER:** Remote and Mobile Check Deposit services are made available pursuant to a license agreement by and between the Credit Union and Finastra. Any interruption of service or access caused by Finastra will prevent your use of the service. To utilize the services, you will need to login to Online or Mobile Banking and otherwise satisfy the system's security procedures.

**SYSTEM UNAVAILABILITY:** Access to Remote or Mobile Check Deposit may be unavailable at certain times for the following reasons:

- Scheduled Maintenance - Periods when systems require maintenance or upgrades;
- Unscheduled Maintenance - Periods when unforeseen maintenance is necessary; or,
- System Outages - Major unforeseen events, such as severe weather, etc.

We will make all reasonable efforts to ensure the availability of these services; however, we are in no way liable for the unavailability of the service or any consequential damages that may result.

**BUSINESS DAY DISCLOSURE:** Our business days are Monday through Friday. Holidays are not included. Remote and Mobile Check Deposit service will be available twenty-four (24) hours a day, seven (7) days a week, except when down for conditions indicated in the section of this Agreement titled "System Unavailability."

**INAPPROPRIATE TRANSACTIONS:** You warrant and agree that you will not use Remote or Mobile Check Deposit or any other Credit Union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. You agree to indemnify and hold the Credit Union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account(s) or services.

**INFORMATION ABOUT YOUR ACCOUNT(S) AND ABOUT YOU:** Generally, we will not disclose information to third parties about your account(s) or about you without your permission; however, we may disclose information in the following scenarios:

- when it is necessary to complete transfers or transactions, or to send notice of dishonor or non-payment;
- to our accountants;
- to state or federal government regulators;
- to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies;
- to advise third parties of accounts closed for misuse;
- to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime;
- to comply with government agency or court orders, subpoenas or other legal process or to furnish any information required by statute;
- to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information; or
- when we are attempting to collect an obligation owed to us.

**ELIGIBLE ITEMS:** You agree to 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 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 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 service 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 agreement and disclosures governing your account(s)
- Checks that are in violation of any federal or state law, rule, or regulation
- Checks that are credit card advance or other loan advance instruments
- Any check requiring signature and/or additional identification

**ENDORSEMENTS, REQUIREMENTS, AND PROCEDURES:** You agree to restrictively endorse any item transmitted through the service as "FOR MOBILE DEPOSIT ONLY, ATCU Account #\_\_\_\_\_" or as otherwise instructed by us. 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. You agree to follow any and all other procedures and instructions for use of the service as we may establish from time to time.

**RECEIPT OF ITEMS:** We reserve the right to reject any item transmitted through the service, at our discretion, and without liability to you. 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 5:00 p.m. Central Standard Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we may consider that the deposit was made on the next business day we are open. Our policy is to automatically delay the availability of funds from deposits that are submitted through Remote or Mobile Check Deposit for two (2) business days. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written or other withdrawals you have authorized.

**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 retain the check in a secure location for at least thirty (30) calendar days from the date of the image transmission. After thirty (30) days, 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 the Credit Union upon request.

**DEPOSIT LIMITS:** We have established limits on the dollar amount of deposits made through Remote and Mobile Check Deposit. 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. There is no daily limit on the number of items, as long as the respective dollar limits are not exceeded. The daily and monthly dollar limits detailed below are based upon criteria such as account standing and length of membership. ATCU reviews accounts regularly and updates limits accordingly.

- Consumer Account: Applies to a member to which the conditions detailed in the section entitled "Eligibility/Service Termination" above do not apply.
  - Per Item Limit: \$3,000
  - Daily Aggregate Limit: \$3,000
  - Weekly Aggregate Limit : \$7,000
  - Monthly Aggregate Limit: \$15,000
- Business Account: Applies to accounts for business or commercial purposes to which the conditions detailed in the section entitled "Eligibility/Service Termination" above do not apply.
  - Daily Aggregate Limit: \$7,500
  - Monthly Aggregate Limit: \$30,000

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

**ERRORS:** You agree to notify us of any suspected errors regarding items deposited through the service right away, and in no event later than thirty (30) days after the applicable Credit Union account statement is sent. Unless you notify us within thirty (30) 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.

**ERRORS IN TRANSMISSION:** By using the service, you accept the risk that an item may be intercepted or misdirected during transmission. We bear 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 our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**USER WARRANTIES AND INDEMNIFICATION:** You warrant to the Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit nor re-present the original item.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations including, as applicable, Regulation E and Regulation CC, and specifically agree to all warranties of Subpart D to Regulation CC, as applicable.
- 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, or costs or expenses related to or arising from any breach including the Credit Union's reasonable legal expenses and attorneys fees.

**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 originals or copies of items deposited through the service which may be in your possession as well as 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 upon any breach on your part, if you use the service for any unauthorized or illegal purposes, or you use the service in a manner inconsistent with the terms of the membership agreement and disclosures governing your account 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 AND LICENSE:** You agree that the Credit Union retains all ownership and proprietary rights in the service, associated content, technology, and website. 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 in any anti-competitive manner, for

any purpose which would be contrary to the Credit Union's business interest, or 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.

**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, and/or fitness for a particular purpose and noninfringement. We make no warranty that the service will meet your requirements; will be uninterrupted, timely, secure, or error-free; results that may be obtained from the service will be accurate or reliable; nor that any errors in the services 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 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 these services, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if the Credit Union has been informed of the possibility thereof.

**ACCEPTANCE:** Your use of the service constitutes your acceptance of this Agreement, which is subject to change from time to time. We will notify you of any material change via e-mail, text message, providing a link to the revised Agreement on our website, or by an online secure message, as required by law. 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 from the service. Your continued use of the service will indicate your acceptance of any such changes.