

TVA Community Credit Union

Mobile Check Deposit

General Terms and Conditions Agreement

Effective October 30, 2018

This Mobile Check Deposit User Agreement (“Agreement”) contains the terms and conditions for the use of Credit Union Mobile Check Deposit (“the Service”) and/or other remote deposit capture services that TVA Community Credit Union (“Credit Union”, “TVACCU”, “us”, or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with TVACCU, including your Membership and Account Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Use of Service: This Service allows you to deposit checks into your eligible checking and/or savings accounts with us from a remote location by digitally imaging, or photographing, an item with a compatible mobile device that then delivers the image and associated deposit information to us electronically. You can only submit one check deposit at a time. You may submit additional check deposits consecutively after each submission is complete.

In order to use the Service, you must obtain and maintain, at your expense, a Compatible Mobile Device. We are not responsible for the functionality or maintenance of any third party hardware or software you may need to use the Service.

Agreement Acceptance: Your use of the Services constitutes your acceptance of this Agreement which is a binding legal agreement between you and TVACCU and 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 TVACCU 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, TVACCU 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.

Limitations of Service: When using the Service, you may experience technical or other difficulties. We do not assume liability for any technical or other difficulties that you may incur. We reserve the right to change, suspend or revoke the Service immediately and at any time without prior notice to you. In the event the Service is not

available to you, you acknowledge that you can deposit your check at a branch office location, or by mail.

Hardware and Software: In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by TVACCU from time to time. TVACCU 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 the time of download and installation.

Charges or Fees: If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on our current Fee Schedule for a returned deposit item. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that we may debit any account maintained by you in order to obtain payment of your obligations under this agreement.

You acknowledge that wireless provider may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions and that we may contact you via your wireless device for any purpose concerning your accounts with us, including but not limited to account servicing and collection purposes. The credit union does not currently charge a fee for this service. However, we reserve the right to charge a monthly service fee in the future. If we decide to do so, we will provide you with a notice of change in terms as set forth in this Agreement. Standard data and mobile phone rates from your wireless provider may still apply. You may be charged access rates depending on your carrier. Please contact your mobile device carrier for additional information.

Eligible Items: You agree to scan and deposit only “checks” as that term is defined in Federal Reserve Regulation CC (“Reg.CC”), Expedited Funds Availability Act. You may only use the Service to deposit original paper checks that are made payable to the name of the account holder.

Ineligible Items: You agree that you will not use the Service to scan and deposit any ineligible item. Ineligible items include, but are not limited to:

- 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, of 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 that are stale-dated (for example, ninety (90) days or more after the issue date for checks containing instructions that state “Void 90 days after issue date”);
- Checks or items prohibited by TVACCU’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;
- Third party checks (for example, a check that is payable to someone else, endorsed and signed over to you);
- Checks that are incomplete (for example, any item that does not contain the signature of the maker, endorsement signature (s), or other required information);
- Photocopies of checks;
- Any item that is incomplete;
- Checks that require authorization;
- Checks with inconsistent numerical and written dollar amounts;
- Checks that are not dated;
- Checks that are post-dated (for example, a check showing a future date);
- Checks that are more than six (6) months old;
- Checks transmitted from an OFAC-restricted country;
- Checks drawn or otherwise issued by you or any other party on any of your accounts with us;
- Consumer loan, credit card or mortgage payments;
- Savings bonds;
- Any item on which a stop payment order has been issued or to which there are “non-sufficient funds”;
- Checks from a closed account;
- Money orders and traveler’s checks;
- Starter or counter checks;

- IRA and Share Certificate deposits;
- American Express Gift Cheques;
- Checks that exceed the deposit limit (s) that we establish for the Service;
- Checks that have been previously returned unpaid for any reason; and
- Checks purporting to be a lottery or prize-winning.

Notwithstanding the foregoing, we may from time-to-time in our sole discretion, accept certain ineligible items for deposit through the Service, but in no event do we have any obligation to do so; or in doing so does the credit union guarantee that similar items will be accepted in future deposits made through this or any other Service. In this instance, the credit union will not have any responsibility or liability to you or any other person or entity if we reject any ineligible items. TVACCU also has the right to reject, for any reason, any item submitted for deposit through the Service.

Eligible Account Types for Mobile Deposit: You may only use the Service to deposit into the following TVACCU account types:

1. Checking (Types 10-18)
2. Savings (Types 00-09)
3. Club Accounts (Types 50s & 60s)

Ineligible Account Types for Mobile Deposit: The TVACCU account types that are **NOT** eligible to receive Mobile Deposits include, but are not limited to:

1. All IRA accounts
2. Deceased Checking Accounts
3. HELOC Checking Accounts
4. Money Market Accounts

Image Quality: You are solely responsible for transmitting to us only images of checks that are fully legible and that accurately represent all pertinent information on the front and back of each check. You must utilize only transmission and image formats that conform to the credit union and recognized industry specifications and quality standards. In the event that you transmit an image of an item that we cannot further process due to the poor quality of the image, we will not be responsible or liable to you or any other person or entity for any delay in the processing or presentment of the item.

Endorsement Requirements: You agree to restrictively endorse any item transmitted through the Service as “FOR TVACCU MOBILE DEPOSIT ONLY, Your **TVACCU** Account #_____, Your Signature, Date” or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of the Services as TVACCU may establish from time to time. Without limiting your responsibility for the proper endorsement of all items or your liability relating to improper or nonconforming endorsements, we have the right but not the obligation to accept nonconforming endorsements, to supply any missing endorsements, and to attempt to collect items with non-conforming or missing endorsements.

Deposit Limits: For security reasons, we implement limits on the number and/or dollar amount of mobile deposits you can make using the Service. We reserve the right to change these limits or suspend access to the Service as we deem necessary for security reasons.

When using the Service to deposit funds, each mobile deposit is limited to:

\$1,000.00 per item

\$3,000.00 per day

Receipt of Items: We reserve the right to reject any item transmitted through the Service, at our discretion. We are not liable for items we do not receive or for images that are not transmitted completely.

Cut-Off Time: The Cut-Off Time is 4:00 PM Central Time.

The Cut-Off Time is determined by the time displayed on our internal system clocks and may not necessarily be synchronized with the internal clock displayed on your compatible mobile device. For this reason, we suggest that you transmit any item for mobile deposit to us sufficiently in advance of any Cut-Off Time to eliminate the possibility of missing the cut-off.

Method of Presentment: The manner in which items are cleared, presented for payment, and collected shall be in our sole discretion. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

Availability of Funds: Checks deposited via Mobile Deposits and confirmed as received before 4:00 PM CST deadline on a business day will be credited to your account within 24 hours of receipt. Deposits confirmed received after 4:00 PM 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 Service 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.

Disposal of Transmitted Original Check: Upon your receipt of a confirmation from TVACCU 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 **30 calendar days** from the date of the image transmission. During that time the retained check is available, you agree to properly handle the check and upon our request, you will promptly provide it to TVACCU within **10 calendar days**. If not provided in a timely manner, such amount will be reversed from your account. After 30 days, you agree to destroy the check that you transmitted. After destruction of the original check, the image will be the sole evidence of the original check.

Errors: You agree to notify us immediately at 256-386-3000 of any suspected errors regarding items deposited through the Services, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify TVACCU 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 TVACCU 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. TVACCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

User Warranties and Indemnification: You warrant to us that:

- You will only transmit eligible items that are properly endorsed;
- Images meet the image quality standards;
- You will not transmit duplicate items;
- You will not deposit or re-present the original item once it has been scanned and sent through the Service unless specifically requested to do so by us;
- All information you provide to us is accurate and true;
- You are not aware of any factor which may impair the collectability of the item;
- We will not sustain a loss because you have deposited an image;
- You will comply with this agreement and all applicable rules, laws, and regulations; and
- Items you transmit do not contain viruses.

You agree to indemnify and hold us harmless for any loss for breach of the warranty provision.

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.

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 Mobile Services. You agree to provide us with any financial information we reasonably request during the term of this Agreement. You authorize us to review your history from time to time.

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 if you breach any term of this Agreement if you use the Services for any unauthorized or illegal purpose or you use the Services in a manner inconsistent with the terms of your Membership and Account Agreement 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 & License: You agree that TVACCU 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 TVACCU's business interest, or (iii) to TVACCU'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.

DISCLAIMER OF WARRANTIES: Disclaimer of Liability. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN OR TO ANY INFORMATION RESULTING FROM YOUR USE OF THE SERVICE. THE CREDIT UNION MAKES NO AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICE INCLUDING THE WARRANTY OF TITLE AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CREDIT UNION DISCLAIMS ANY WARRANTIES REGARDING THE OPERATION, PERFORMANCE OR FUNCTIONALITY OF THE SERVICE (INCLUDING, WITHOUT LIMITATION, THAT THE SERVICE, WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE). YOU FURTHER ACKNOWLEDGE THAT THERE ARE CERTAIN SECURITY, CORRUPTION, TRANSMISSION ERRORS AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET AND/OR TELECOMMUNICATION LINES OR CIRCUITS. YOU HEREBY ASSUME ALL RISKS RELATING TO THE FOREGOING.

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 OR 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 TVACCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Choice of Law and Severability: This agreement is governed by the federal law of the United States of America and the internal law of the State of Alabama. Should any court determine that any provision of this agreement is not valid or enforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. A determination that any provision of this agreement is invalid or unenforceable shall not render any other provision of this agreement invalid or unenforceable. Unauthorized use of the Service is strictly prohibited.

(End-Mobile Deposit User Agreement)