

# MOBILE DEPOSIT USER AGREEMENT

## PARK CITY CREDIT UNION

This Mobile Deposit User Agreement (“Agreement”) contains the terms and conditions concerning use of Park City Credit Union’s Mobile Deposit Service (“Service”).

**Acceptance of these Terms** – You understand and agree that by using the Service, you are demonstrating your consent to be bound to all terms and conditions of this Agreement. This Agreement is subject to change from time to time. We will notify you of any changes via e-mail or on our website by providing a link to the revised Agreement. Following such notification, your continued use of the Service will demonstrate 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 of or to the Service at any time without notice to you. Your continued use of the Service will indicate your acceptance of any such change to the Service.

**Definitions** – As used in this Agreement, the following terms are defined as follows:

- *Account* means a share or deposit account specified by a user to which the Credit Union has also agreed to accept for deposit an Image transmitted via the Service, as further described in the “Account Eligibility” section of this Agreement.
- *Agreement* means the entirety of this Mobile Deposit User Agreement, including other laws, rules, regulations, contracts, or other agreements which may be incorporated herein by reference.
- *Business day* means a weekday on which the Credit Union is open for substantially all of its operations, not including Federal holidays or other days when the Credit Union is closed for all or part of its regular hours of operations (whether such closure is anticipated or not).
- *Check* means: (1) a negotiable demand draft drawn on or payable through or at an office of a bank, credit union, or savings association located in the United States; (2) a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank; (3) a negotiable demand draft drawn on the Treasury of the United States; (4) a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank; or (5) a United States Postal Service money order.
- *Image* means a digitized representation of the front and back of a Check, created by use of the Service, for the purpose of depositing the Image in lieu of the original Check to an Account at the Credit Union by use of the Service; although separate representations of the front and back of a Check may be required, the term Image as used herein includes the corresponding representations of both the front and back of the Check.
- *Service* means the Mobile Deposit Service described in this Agreement.
- *We, us, our, and Credit Union* refer to Park City Credit Union.
- *You and your* refer to a user to whom we have granted use of the Service.

**Description of Service** – The Service provides you with the convenience of creating and transmitting an Image of a Check to us via our mobile application (accessible via a camera-enabled, compatible iOS, or Android device), which can be deposited to a specified Account in lieu of the Check, saving you the time and effort of mailing or driving the Check to one of our branches.

**Limitations and Availability of Service** – You understand and agree that the technology supporting the Service may not be available at all times. In the event that an interruption to the availability of the Service is anticipated, we will attempt to notify you by posting an alert on our website, sending you an email, or posting a notice within the Service. However,

we do not guarantee that the Service will be available at any given time. You understand and agree that we are under no obligation to notify you of any interruption in the Service, and we assume no responsibility for any technical or other difficulties or any resulting damages that you may incur. In no event will we be responsible for any failure of hardware you have obtained for accessing the Service or your inability to obtain a connection to the Service. The Service is provided on an “as is” and “as available” basis. Your access to and use of the Service is subject to our qualification requirements, and we reserve the right to change those requirements at any time without prior notice to you. We reserve the right to change, suspend, or discontinue the Service, 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. In the event that the Service is unavailable, we may accept your original Check for deposit at any of our branches.

**Hardware and Software Requirements** – To use the Service, you must obtain and maintain, at your own expense, compatible hardware and software as we may specify from time to time, and you must obtain access to telecommunication services as necessary to access the Service. To access the Service, you must download and install the Park City Credit Union mobile application, which may be obtained via your device’s mobile application store, on your iOS or Android supported, camera-enabled device. The Credit Union does not endorse any particular device or third-party software or any telecommunication service needed to obtain, install, or use the Park City Credit Union mobile application or access the Service, and makes no recommendation regarding the appropriateness of the same. The selection and use of the hardware, any third-party software, or telecommunication service is at your sole discretion and risk. It is your responsibility to maintain updates for the mobile application.

**Account Eligibility** – To use the Service, you must comply with the following eligibility requirements:

1. The Account must be in good standing (“good standing” is defined by the Credit Union in its sole and absolute discretion);
2. The Account must be registered and enrolled in Park City Credit Union Online Banking; and
3. The Registering Mobile Deposit User must be age 15 or older.

The determination of the eligibility of an Account will be made at the Credit Union’s sole discretion, and the Credit Union is under no obligation to provide access to an Account. The Credit Union reserves the right to limit or refuse deposits to an Account for any lawful reason.

**Image Eligibility** – You understand and agree that only an Image of a Check as defined in this Agreement may be transmitted via the Service for deposit to an Account. In particular, the Check and Image must conform to the “Transaction Limitations,” “Endorsements,” and “Image Quality” sections of this Agreement.

Images of Checks with the following characteristics are **ineligible** for transmission via the Service, and you understand and agree that you will not use the Service to transmit an Image of any of the following:

1. Any item which is not a Check, including but not limited to savings bonds or traveler’s checks.
2. Any Check which is payable to any person or entity other than a person who owns the Account.
3. Any Check which contains an alteration, including any alteration which may be authorized by the maker, issuer, or signer, whether such alteration may be on the front or back side of the Check.
4. Checks made payable to “cash.”
5. Checks that are not in original form with an original signature (ex: Substitute Checks).
6. Checks which you know, suspect or have reason to suspect may be fraudulent or otherwise unauthorized by the account owner of the account on which the Check is drawn.

7. Any Check which is not endorsed by any payee (Checks payable to multiple persons whose names are connected with the word “and,” the symbol “&,” or any equivalent word or symbol must be endorsed by each payee; Checks payable to multiple persons whose names are connected with the word “or,” or no words may be endorsed by any one payee).
8. Any Check in which the original payee endorsed the Check, and then made the Check payable to a subsequent payee (where the words “Pay to the order of” or similar appear as part of the endorsement on the back of the Check).
9. Any Check which contains language of any sort which requires the Credit Union to positively identify the payee’s endorsement.
10. Any foreign Check, which is defined as any Check which is payable at or through any financial institution located outside the United States.
11. Checks not payable in United States’ currency.
12. Checks dated more than 6 months prior to the date of your transmission (any “stale-dated” Check).
13. Checks dated after the date of your transmission (any “post-dated” Check).
14. Other items as per our discretion.

Even though a Check may not be eligible for transmission as an Image via the Service, you may still be permitted to deposit the Check in person. Please contact us for assistance in determining if your Check is eligible.

**Endorsements** – You understand and agree that prior to capturing an Image of the Check for transmission via the Service, you will legibly endorse the Check, according to the following requirements:

1. You will place your endorsement on the back of the Check, at the top edge (the edge on the left side when you look at the front of the Check), within a space one and one-half (1 ½) inches from the top edge.
2. Your endorsement should begin with the words “PCCU Mobile Deposit Only.”
3. Your endorsement will conclude with your (the payee’s) signature(s) and the date of deposit.

You understand and agree that your failure to abide by these endorsement requirements may result in a delay or refusal by the Credit Union to accept your Image for deposit. Any loss incurred by either you or the Credit Union will be your responsibility.

**Receipt of Images** – You understand and agree that we are not responsible for any Image we do not receive or for Images lost or damaged during transmission. An Image of a Check will be considered received by us when you receive confirmation of receipt via the Service. You understand and agree that receipt of an image via the Service does not guarantee that we will accept the Image for ultimate deposit to the Account.

**Acceptance and Processing of Images for Deposit** – You understand and agree that we reserve the right to reject any Image transmitted via the Service, at our sole discretion, without liability to you. Upon receipt of an Image transmitted via the Service and subject to the Processing Deadlines stated in this Agreement, we will review the Image and the Account in consideration of the following to determine whether we will accept or reject the Image for deposit:

- We will determine if the quality of the transmitted Image conforms to the requirements stated in the “Image Quality” section of this Agreement.
- We will review the characteristics of the Check shown in the Image to determine if it conforms to the “Image Eligibility” section of this Agreement.
- We will review the endorsement of the Check shown in the Image to determine if it conforms to the “Endorsements” section of this Agreement.

- We will review the status of the account to which the deposit would be made to determine if it conforms to the “Account Eligibility” section of this Agreement.
- We will review all other facts or circumstances known to us which may affect our decision whether or not to accept the deposit.

Upon completion of our review, we will determine whether we will accept or reject the Image for deposit. If we accept the Image, it will be deposited to the Account in accordance with the “Processing Deadlines” section of this Agreement, and the terms and conditions of the Membership and Account Agreement (for Consumer/Non-Business Members) or Business Membership and Account Agreement (for Business Members) and Funds Availability Disclosure. Regardless of whether we accept or reject the Image, you will receive notification of such decision via the Service. **Push notifications must be enabled for the Park City Credit Union Mobile Application and Mobile Deposit Service in order to receive notifications when an image is accepted or rejected.**

**Processing Deadlines** – Any Image transmitted to the Service by 2:30 p.m. Central Time on a business day (as defined herein) will be considered for acceptance that business day; an Image transmitted after 2:30 p.m. Central Time will be considered for acceptance on the next business day. We will then make our determination concerning whether or not to accept the Image for deposit, and you will be notified in the Service at the time we make our decision. Accepted Images will be credited to the Account by the end of the business day the Check is accepted.

**Funds Availability** – You understand and agree that deposits of Images via transmission to the Service may not be available for immediate withdrawal, and we may withhold the availability of funds from the deposited Image. Any hold placed on a deposit transmitted via the Service will be done so in accordance with our Funds Availability Policy Disclosure. You understand and agree that, solely for the determination of any applicable hold, an Image will be deemed a “check” as that term is used in our Funds Availability Policy Disclosure.

We do not guarantee that any Image transmitted via the Service will be received by the Service, accepted by the Credit Union, or ultimately deposited to the Account. You understand and agree that any time-sensitive deposit (such as one to be used for a loan or other payment) should NOT be transmitted as an Image via the Service and should be presented in person at one of our locations. The Credit Union will not be responsible for any loss, charge, or fee you incur as a result of your use of the Service which results in any late or non-payment of any withdrawal from the Account.

**Storage and Destruction of Original Checks** – Upon receipt of confirmation that we have accepted an Image of an original Check, you understand and agree that you will retain possession of the original Check for a period of 30 calendar days, during which time you will ensure the safety and integrity of the original Check. You understand and agree that, at the expiration of this 30 calendar day period, you MUST mark the original check “VOID,” then destroy the Check via commercially acceptable means of destruction, including cross-cut shredding, burning, or pulverizing the original Check, after which the Image will be the only evidence of the original Check.

You understand and agree that it is your responsibility to establish and maintain appropriate procedures and controls to safeguard the original Check and to prevent any further use. You agree that you will notify us IMMEDIATELY if you learn of the loss or theft of an original Check, an Image of which was transmitted via the Service for deposit to an Account.

You understand and agree that during such time as you retain the original Check, we may require you to make the original Check available to us within 5 calendar days, at your expense. You further agree that if you fail to provide the original Check to us within 5 calendar days, we may reverse the deposit made to the Account, and that you will be responsible for any loss incurred to you, the Account owner, or us as a result of such reversal.

You understand and agree that once an Image of a Check has been transmitted via the Service, the original Check may never again be used for any purpose, particularly for deposit. Any violation of this provision may result in immediate termination of your access to the Service, and the recovery of any loss incurred by the Credit Union for any violation of this provision will be pursued by any collection means available to us.

**Transmission Limits** – You understand and agree that the Credit Union may from time-to-time and at its sole discretion, establish limits on the amount and/or number of Images that you may transmit via the Service. Any transmission you attempt to make which would exceed these limits may be rejected by us. Notwithstanding the foregoing, if we permit you to transmit one or more Images in excess of these limits, your use of the Service will nonetheless be subject to all other terms of this Agreement, and we will be under no obligation to permit you to exceed these limits at any time in the future. Currently, the limits in place are as follows:

Maximum Dollar Amount of any Image transmitted <sup>1</sup>	Maximum Daily Limit of Images transmitted <sup>2</sup>	Maximum Monthly Limit of Images transmitted <sup>3</sup>	Maximum Number of Images per business day <sup>4</sup>
\$2000	\$2000	\$20,000	15

<sup>1</sup>Maximum dollar amount of any Image that may be transmitted.

<sup>2</sup>Maximum dollar amount of all Images that may be transmitted in any one business day.

<sup>3</sup>Maximum dollar amount of Images that may be transmitted in any rolling 30 day period.

<sup>4</sup>Maximum number of Images that may be deposited during any one business day.

We reserve the right to change these limits at any time without prior notice to you.

**Presentment** – You understand and agree that the manner in which accepted Images are deposited, presented for payment, and collected will be chosen at our sole discretion. In order for us to provide the Service to you, you understand and agree to be bound by all clearinghouse agreements, operating circulars, image exchange agreements, and other agreements to which the Credit Union is a party that govern the presentment and clearing of check images, including any Image transmitted via the Service.

**Returns** – If any check is returned to us for any reason, you authorize us to debit or offset the amount of the item from any of your accounts and assess any fees per our Schedule of Fees and Charges. Repeated returned deposits may result in the termination of the right to use the Service.

**Errors** – You understand and agree that you will immediately notify us if you know, suspect, or have any reason to know that any error has occurred concerning an Image you have transmitted via the Service. Such errors may include, but are not limited to, duplicate Images of the same Check. Further, you understand and agree that the deadline for notifying us of any such error will be the applicable 2:30 p.m. Central Time deadline described in the “Processing Deadlines” section of this Agreement. Unless you notify us by the applicable 2:30 p.m. Central Time deadline, you understand and agree that all transmissions you make via the Service will be deemed correct, and you understand and agree that you are prohibited from bringing a claim against the Credit Union for any such alleged error. Errors regarding the Account and any deposit made to it are governed by the Membership and Account Agreement (for Consumer/Non-Business Members) or Business Membership and Account Agreement (for Business Members), as incorporated herein.

**Errors in Transmission** – You understand and agree that, by your use of the Service, you accept all risk that an Image or other information may be intercepted or misdirected during the transmission. Further, you understand and agree that the Credit Union bears no liability to you or anyone else for any such intercepted or misdirected item or information disclosed through such error.

**Image Quality** – An Image transmitted via the Service must be of sufficient quality for the Credit Union to process the Image according to its procedure and applicable laws, regulations, or rules. You understand and agree that an Image may be rejected by the Service or the Credit Union, at its sole discretion, due to insufficient quality to meet any processing constraint.

**Warranties and Indemnification** – Upon your request for access to the Service, and each time you transmit an Image via the Service, you warrant to us that:

- You will only transmit Images of eligible Checks.
- You will not transmit Images of original Checks of which have been previously transmitted to us via the Service or to another financial institution via a similar service.
- You have possession of the original Check, and you will not deposit, re-deposit, or re-present the original Check.
- All information you provide to us is accurate and true, that the Image is a true, unaltered, accurate, digitized representation of the front and back of the original Check, and that the drawer of the Check authorized its issuance and has no defense against its payment.
- The amount, payee(s), signature(s) and endorsement(s) on the original Check are genuine, accurate, and legible.
- You are authorized to enforce and demand payment of the original Check.
- You will comply with this Agreement and any applicable laws, regulations, or rules.
- You are not aware of any fact or circumstance which may impair the collectability of the Image.
- You warrant that Images transmitted by you via the Service are free of any computer virus or malware.
- You agree to indemnify and hold us harmless from any loss for breach of this warranty provision.

**Cooperation with Investigations** – You understand and agree that you will cooperate with us regarding any investigation of unusual transactions, poor quality transmissions, and resolution of claims. Such cooperation may include providing to us an original Check or copy thereof when such original Check or copy thereof is in your possession, or any records relating to such Checks or transmission. You agree that the provision of an original Check, copy thereof, or any record will be upon our request and at your expense.

**Termination** – You understand and agree that we may terminate this Agreement at any time and for any reason. This Agreement, which you have made with us, remains in full force and effect unless and until it is terminated by us. Reasons for which, without limiting the foregoing, we may terminate this Agreement include but are not limited to: if you breach any term of this Agreement, if you use the Service for any unauthorized or illegal purpose, or if you use the Service in a manner inconsistent with the terms of this Agreement, the Membership and Account Agreement (for Consumer/Non-Business Members) or Business Membership and Account Agreement (for Business Members) or any other agreement you have made with us.

**Enforceability** – You understand and agree that we may make exceptions to or waive any provision of this Agreement, for any reason, at our sole discretion. Any such exception or waiver does not modify this Agreement and does not affect the validity of any other provision of this Agreement, which will continue in full force and effect to the fullest extent permitted by law. Headings used in this Agreement are for convenience only and do not limit or otherwise affect the provisions of this Agreement.

**Ownership & License** – You understand and agree that the Credit Union provides the Service under one or more licensing agreements with various third-parties, who retain ownership or licensing rights over the Service and its technology. Your use of the Service is permitted subject to the license granted to the Credit Union by such third-parties, and you thereby gain no ownership or licensing rights in the Service or its technology. You understand and agree that your use of this 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 (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to the Credit Union's business interest, or (iii) to the actual or potential economic disadvantage of the Credit Union, in any respect. 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.

**Third Party Trademarks** – All product names used in this Agreement (Apple Store, iOS, Google Play, and Android) are trademarks of their respective owners, which are in no way affiliated with Park City Credit Union. Park City Credit Union makes no guarantees, representations, or warranties of any kind, express or implied, regarding the use of any of the foregoing products.

**DISCLAIMER OF WARRANTIES** – YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THE THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PARK CITY CREDIT UNION DISCLAIMS 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, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE (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 SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY** – YOU UNDERSTAND AND AGREE THAT PARK CITY CREDIT UNION 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 SERVICE 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 THE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF PARK CITY CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.

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