

MOBILE DEPOSIT USER AGREEMENT

N.E.W. CREDIT UNION

This Remote Deposit Capture User Agreement (“Agreement”) contains the terms and conditions for the use of Mobile Deposit (“Service”) that N.E.W. Credit Union (“the Credit Union”, “us”, or “we”) may provide to you (“you” or “user”). Other agreements you have entered into with N.E.W. Credit Union, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. **Services.** Mobile Deposit is designed for non-commercial accounts. It allows you to make deposits to your checking or savings accounts from your mobile device via your Credit Union Mobiliti® application using the Virtual Branch online account by scanning checks and delivering the images and associated deposit information to the Credit Union or the Credit Union’s designated processor.
2. **Acceptance of These Terms.** Your use of Mobile Deposit constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via email, by a message on our website or by a message posted under the “Alerts & Notices” tab on the Virtual Branch home page. You will be prompted to accept or reject any material change to this Agreement the next time you use Mobile Deposit after we have made the change. Your acceptance of the revised terms and conditions along with the 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 Mobile Deposit will indicate your acceptance of any such changes to the Service.
3. **Limitations of Service.** When using Mobile Deposit, you may experience technical or other difficulties. We will attempt to post alerts on our website or message you 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 has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Service, in whole or part, or your use of Mobile Deposit, immediately and at any time without prior notice to you.
4. **Eligible Items.** You agree to scan and 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 scan and 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. third party checks).
- 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 (i.e. a legal copy of a check).
- Checks drawn on a financial institution located outside the United States and/or not payable in U.S. currency.
- U.S. Savings bonds or Travelers’ checks.
- Checks dated more than 6 months prior to the date of deposit.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks that have previously been submitted through Mobile Deposit or through a remote deposit capture service offered at another financial institution.
- Checks that are in violation of any federal or state law, rule or regulation.
- Checks or items prohibited by the Credit Union’s current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your Credit Union membership account agreement.
- Checks with any endorsement on the back other than that specified in this Agreement.

- 5. Endorsements and Procedures.** You agree to legibly endorse any item transmitted through Mobile Deposit with your signature and "Mobile Deposit" as an identifier. You agree to follow any and all other procedures and instructions for use of the Service as the Credit Union may establish from time to time.
- 6. Receipt of Items.** We reserve the right to reject any item transmitted through Mobile Deposit, at our discretion, 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 the history reflects that the item was accepted. Notice of acceptance 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 our 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.
- 7. Availability of Funds.** You agree that items transmitted using Mobile Deposit 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 2:00 PM Central Time, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day. Funds deposited using the Service will generally be made available no later than one business day from the day of deposit. The Credit Union, in its sole discretion, may make such funds available sooner or may extend the hold period beyond one business day based on such factors as credit-worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as the Credit Union, in its sole discretion, deems relevant.
- 8. Disposal of Transmitted Items.** Upon notification of acceptance of your image, you agree to mark the item "VOID" and retain for your records or destroy the item or otherwise render it incapable of further transmission, deposit, or presentment. The Credit Union will retain a digital copy of deposited items.
- 9. Deposit Limits.** 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. The current daily dollar limit is \$2,500.00 per business day with a maximum dollar limit per item of \$2,500.00. We reserve the right to change these limits at any time without prior notice to you.
- 10. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion subject to the membership and account agreement entitled "Important Account Information for Our Members", which governs your account.
- 11. Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through Mobile Deposit right away, and in no event later than 60 days after the applicable N.E.W. Credit Union account statement is mailed. Unless you notify us within 60 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.
- 12. Errors in Transmission.** By using Mobile Deposit you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.
- 13. Image Quality.** The image of an item transmitted to the Credit Union using Mobile Deposit must be legible, as determined in the sole discretion of the Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by the Credit Union, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.
- 14. 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 or 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.
 - You are not aware of any factor which may impair the collectability of the item.
 - You warrant that the information 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.
- 15. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of member or customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through Mobile Deposit in your possession and your records relating to such items and transmissions.
- 16. 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, including any of the user warranties listed in Section 14 above, if you use the Service for any unauthorized or illegal purposes, or you use the Service in a manner inconsistent with the terms in your “Important Account Information for Our Members” agreement/disclosures, or any other Agreement with us.
- 17. 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.
- 18. Ownership and License.** You agree that the Credit Union retains all ownership and proprietary rights in the Mobile Deposit service, associated content, technology, and website(s). 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 (1) in any anti-competitive manner; (2) for any purpose which would be contrary to the Credit Union’s business interest; or (3) to the Credit Union’s actual or potential economic disadvantage in any aspect. You may use the Service for 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 Service.
- 19. Governing Law.** You understand and agree that this Agreement and Disclosure and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, notwithstanding any conflict-of-laws doctrines of such state or jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of Wisconsin.
- 20. 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 Mobile Deposit, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the Service (1) will meet your requirements; (2) will be uninterrupted, timely, secure, or error-free; (3) the results that may be obtained from the Service will be accurate or reliable, and (4) any errors in the Service or technology will be corrected.
- 21. 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 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 Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if N.E.W. Credit Union has been informed of the possibility thereof.