

**My Deposit (Remote Deposit Capture) User terms and conditions:** The use of ESSENTIAL CREDIT UNION Check Deposit and/or other remote deposit capture services that ESSENTIAL CREDIT UNION or its affiliates ("ESSENTIAL CREDIT UNION", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with ESSENTIAL CREDIT UNION, including but not limited to the Deposit Account Agreement, Personal Internet Banking Disclosure, Business Internet Banking Disclosure or Mobile Services Agreement, as applicable to your ESSENTIAL CREDIT UNION account(s), are incorporated by reference and made a part of these terms and conditions.

**1. Services.** The remote deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to ESSENTIAL CREDIT UNION or ESSENTIAL CREDIT UNION's designated processor.

**2. Acceptance of these Terms.** Your use of the Services constitutes your acceptance of these terms. These terms are subject to change from time to time. We may notify you of any material change via e-mail, text message, a statement message posted on your periodic account statement, or on our website(s) by providing a link to the revised Agreement or by an online secure message. Your continued use of the service after we notify you of any change in terms will constitute your acceptance and consent to be bound the revised terms and conditions. Further, ESSENTIAL CREDIT UNION 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.

**3. Limitations of Service.** When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have 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 Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

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

**5. Service Charges.** Any charges associated with the Service are disclosed in our Fee Schedule. You agree to pay related account transaction fees and charges in accordance with our current Fee Schedule, as amended from time to time. You authorized us to automatically charge your Account for all such fees incurred in connections with the Service.

**6. 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 ESSENTIAL 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
- 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 ESSENTIAL CREDIT UNION's current procedures relating to the Services or which are otherwise not acceptable under the terms of your ESSENTIAL 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

**7. Endorsements.** You agree to restrictively endorse any item transmitted through the Services as "For deposit only" along with the account number the item is being deposited into, or as otherwise instructed by ESSENTIAL CREDIT UNION. You agree to follow any and all other procedures and instructions for use of the Services as ESSENTIAL CREDIT UNION may establish from time to time.

For Deposit Only  
 Essential Credit Union Account #12345  
*John Handcock* (signature)

**8. Receipt of Items.** We reserve the right to reject any item transmitted through the Services, 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 you receive a confirmation from ESSENTIAL 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 Essential Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**9. Availability of Funds.** In general, if an image of an item you transmit through the Service is received and accepted before 1:30 p.m. Central Time on a business day that we are open, 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 we are open. For purposes of this Service, the term "Business Day" means Monday, Tuesday, Wednesday, Thursday or Friday, except when those days are holidays or days on which we may be closed due to emergency conditions.

Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your deposit. In some cases, we may delay your ability to withdraw funds beyond the first business day however, funds may not be available for up to seven business days from the day the deposit was made based on such factors as creditworthiness, the length and extent of your relationship with us, transaction and experience information and such other factors as we, in our sole discretion, deem relevant, and/or based upon funds availability options we may offer to you in connection with the Service. In that event, we will notify you of the day your funds will be available.

You agree that check images transmitted using the Service and the funds represented by the checks are not subject to the funds availability requirements of Regulation CC. Except as otherwise provided in this Agreement, and subject to the requirements of applicable law or regulations, funds from any check transmitted through the Service will be available after final payment with respect to the check is

made by the drawee of the check, and any credit of funds to your account before that time is provisional.

You acknowledge and agree that no funds availability option we offer constitutes a promise or guarantee that check funds will be finally collected from the drawee institution and/or finally paid to you. In any event, we reserve a right of charge back to your Account in the event of dishonor or non-payment by the drawee institution, and we reserve the right to chargeback all applicable fees in the event of such dishonor or non-payment and/or any resulting chargeback (including, but not limited to, returned deposit item fees and overdraft fees).

**10. Disposal of Transmitted Items.** Once you have deposited an item and your account has been credited; you should write "electronically deposited" or "Void" on the item and then securely dispose of it 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 ESSENTIAL CREDIT UNION upon request.

**11. 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. ESSENTIAL CREDIT UNION may establish limits specific to each user 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 ESSENTIAL CREDIT UNION, in its sole discretion, deems relevant. There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded.

**12. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in ESSENTIAL CREDIT UNION's sole discretion.

**14. Errors in Transmission or Discrepancies.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. ESSENTIAL CREDIT UNION bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors. Notify Essential Credit Union as soon as possible if you believe your statement is incorrect, or if you need more information about a transaction listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem appeared. If you do not notify us in writing within 60 days from the date your statement was sent, you may not be compensated for any losses.

**15. Image Quality.** The image of an item transmitted to ESSENTIAL CREDIT UNION using the Services must be legible, as determined in the sole discretion of ESSENTIAL CREDIT UNION. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by ESSENTIAL CREDIT UNION, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**16. Authorized Users.** If you have designated an authorized user on your Account Access, your Authorized User may also have access to the Mobile Deposit Services. You and your Authorized User(s) are equally responsible for adhering to all items disclosed in this agreement.

**17. User Warranties and Indemnification.** You warrant to ESSENTIAL CREDIT UNION that:

- a. You will only transmit eligible items.
- b. You will not transmit duplicate items.
- c. You will not re-deposit or re-present the original item.
- d. All information you provide to ESSENTIAL CREDIT UNION is accurate and true.
- e. You will comply with this Agreement and all applicable rules, laws and regulations.

- f. You are not aware of any factor which may impair the collectability of the item.
- You agree to indemnify and hold harmless ESSENTIAL CREDIT UNION from any loss for breach of this warranty provision.

**18. 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 purposes or you use the Services in a manner inconsistent with the terms of the Deposit Account Agreement, Personal Internet Banking Disclosure, Business Internet Banking Disclosure or Mobile Services Agreement, or any other agreement with us.

**19. 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.

**20. Ownership & License.** You agree that ESSENTIAL CREDIT UNION 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 ESSENTIAL CREDIT UNION's business interest, or (iii) to ESSENTIAL CREDIT UNION'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.

**21. DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE SERVICES 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 SERVICES, 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 SERVICES (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 SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**22. 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 THIS SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ESSENTIAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.