

Mobile Remote Deposit Capture User Agreement

This Mobile Remote Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of Ardent Credit Union (BANK) Mobile Check Deposit and/or other remote deposit capture services that BANK or its affiliates ("BANK", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with BANK, including the Bank Services Agreement or Commercial Bank Services Agreement, as applicable to your BANK account(s), are incorporated by reference and made a part of this Agreement.

1. **Services.** The Mobile 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 BANK or BANK's designated processor.

2. **Acceptance of these Terms.** Your use of the Services 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 e-mail, text message, or on our website(s) 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 BANK 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, BANK 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 will attempt to post alerts on our website or send you a text message 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. 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 BANK from time to time. See the BANK's website for current hardware and software specifications. BANK 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. **Fees.** A fee may be charged for the Service. You are responsible for paying the fees for the use of the Service. BANK may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize BANK to deduct any such fees from any BANK account in your name. The fees are published in the BANK Schedule of Fees.

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 BANK 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 into which the check is being deposited.

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 Federal Reserve Board Regulation CC.

Checks drawn on a financial institution located outside the United States.

Checks that are remotely created checks, as defined in Federal Reserve Board Regulation 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 BANK's current procedures relating to the Services or which are otherwise not acceptable under the terms of your BANK account.

Checks payable on sight or payable through Drafts, as defined in Federal Reserve Board Regulation 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.

Check that is irregular in any way (i.e., mismatched numeric and written amounts), or is incomplete (i.e., does not contain signatures of the maker, endorsement signatures, etc.).

A money order

A traveler's check

An official or cashier's check that is not an "on us" check

A savings bond.

Cash, including foreign currency

A temporary check

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "Mobile Deposit ArdentCU Member #_____, your signature" if being deposited into your personal account; "Mobile Deposit ArdentCU, Member #_____" if deposited into your business account; or as otherwise instructed by BANK. You agree to follow any and all other procedures and instructions for use of the Services as BANK may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you as depositor. 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 BANK 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 Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item, and that you will indemnify the Bank from any liability it might incur related to a charged back item that was subsequently determined to not be an eligible item.

9. Availability of Funds. You agree and understand that items transmitted via 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 2:00 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 second business day we are open. Funds deposited using the Services will generally be made available the second business day after the business day on which the deposit was made. BANK, in its sole discretion, may make such funds available sooner or may extend the hold period 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 BANK, in its sole discretion, deems relevant. Additionally, on new accounts (accounts opened within the last 30 days), any check deposited through the Service is subject to the new account holds outlined in your deposit agreement with the BANK and will not be made available on the second business day after the business day on which the deposit is made as outlined above.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from BANK that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 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 BANK upon request.

You agree you will never re-present an original check that has been transmitted through the Service for deposit into your account. You understand that you will be responsible if anyone is asked to make a payment based on an original check that you imaged and transmitted through the Service.

11. Eligibility. A Customer is eligible for the Service, and may request that it be activated, if they are deemed to be Active and in Good Standing (as defined below) and have signed up for online banking services with the BANK. To remain eligible, the Customer must remain in Active and in Good Standing status.

A Customer will be deemed "Active and in Good Standing" if the Customer;

Does not carry a negative balance for any more than 30 days in the 90 day period.

Does not become more than 30 days past due on any loan or delinquent on any other obligation they hold to BANK.

Does not have an outstanding balance on an Overdraft Repayment Plan.

They are not subject to any legal or administrative orders or levy.

They are not currently in a bankruptcy proceeding.

No holds have been placed on their checking account or any account relationship, and if this does happen, the privilege will be automatically suspended.

They are not a minor.

They have had at least 10 transactions in the account in the 90 day period.

If after becoming eligible, the Customer becomes ineligible causing their access to this service to be terminated, as provided in Section 19 of this agreement, the Customer has the right to request the Service be reinstated after they have returned to Active and In Good Standing status for a period of 90 days. However, the BANK reserves the right to refuse to allow the Customer to use the service again at its sole discretion.

12. Deposit Limits. BANK has established limits on the dollar amount of deposits that a Customer may transmit using the Service, and BANK reserves the right to modify those limits 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 default daily dollar limit is \$2,500.00 per business day. In addition, the current monthly dollar limit is \$10,000.00 per any 30 consecutive calendar day period. A Customer may request the BANK raise their limit, and the BANK reserves the right in its sole discretion to approve or deny that request. Additionally, the BANK reserves the right to raise or lower the default daily dollar limits. Any such change shall be effectively immediately and may be implemented prior to your receipt of notice thereof. You may contact the BANK at any time to verify the current limits.

13. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in BANK's sole discretion subject to the Bank Account Agreement that governs your account.

14. Errors. You agree to notify BANK of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable BANK account statement is sent. Unless you notify BANK within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against BANK for such alleged error.

15. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. BANK bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Image Quality. The image of an item transmitted to BANK using the Services must be legible, as determined in the sole discretion of BANK. Without limiting the foregoing, the image quality of the items must be of such quality that the a) amount of the check, b) payee of the check, c) signature of the drawer of the check, d) date of the check, e) check number, f) information identifying the drawer and the paying bank that is preprinted on the check, including the MICR line, and g) all other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check, can be clearly read and understood by a sight review of such image. Each image shall also comply with any other requirements established from time to time by BANK, American National Standards Institute (ANSI), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association. You shall ensure the scanned image of the check transmitted to BANK includes all of the required information.

17. User Warranties and Indemnification. You warrant to BANK 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 BANK is accurate and true.

You will comply with this Agreement and all applicable rules, laws and regulations.

You will not transmit through the Service any item that you are aware of any factor which may impair the collectability of the item.

The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.

The digital image of the check transmitted to us through the Service is a true and correct image of the original check and was authorized by the drawer in the amount stated on the original check and has not been altered in any manner by you or any third party acting on your behalf.

You have reviewed the image to ensure that it meets all of the image quality requirements of this agreement.

You also agree to promptly notify the BANK if you learn of any loss or theft of original checks by calling 1-800.806.9465.

You also agree that you will safeguard any device you use to transmit images through the Service and develop a procedure to ensure its security.

You agree to indemnify and hold harmless BANK from any loss for breach of this warranty provision.

Any breach in the above warranties may result in cancellation of the Services, closure of your accounts, or termination of the Customer relationship all together, in the Bank's discretion.

18. Cooperation with Investigations and Law. 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.

You agree to only use the Service for lawful purposes and in compliance with all applicable laws and regulations that may apply. You warrant that you will only use the Service to transmit eligible items for deposit and that the original checks to be transmitted have been executed in accordance with applicable laws, regulations, and this agreement.

19. 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 your account does not stay Active and In Good Standing as defined in Section 11 of this agreement, if you use the Services for any unauthorized or illegal purposes, or if you use the Services in a manner inconsistent with the terms of your applicable Account Agreement or any other agreement you may have with us.

20. 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.

21. Unavailability of Service. From time to time Service may be unavailable due to maintenance, technical issues, internet service provider issues, cellular service provider issues, or software issues. The user understands that if this occurs, they still have the ability to deposit the original check at any of the BANK's branches.

22. Ownership & License. You agree that BANK 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 BANK's business interest, or (iii) to BANK's actual or potential economic disadvantage in any aspect. You may use the Services only for 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.

23. 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.

24. 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 BANK HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.