

## IU CREDIT UNION MOBILE DEPOSIT SERVICES AGREEMENT

This Mobile Deposit Services Agreement (“Agreement”) contains the terms and conditions for use of the Mobile Deposit Service (“Mobile Deposit” or “Service”) offered by IU Credit Union (“Credit Union,” “us” or “we”) to you as a member of the Credit Union and user of the Credit Union’s Online Banking and Mobile Banking products (“you,” “your” or “User”).

Mobile Deposit is designed to allow you to deposit a check (“check” or “original check”) to a qualifying Credit Union checking or membership savings account (“Qualifying Account”) by capturing the image of the original check and delivering the digital image and associated deposit information (“image”) to us or our processor, using your mobile device.

**Application.** To use the Service, an open Qualifying Account and valid email address is required. The Credit Union records for the Qualifying Account must include the User’s current mailing address. After login to Mobile Banking, the User may apply for Mobile Deposit by selecting “Deposit Checks”. By clicking on “Accept” following review of this Agreement, the User’s request for use of the Service will be processed within two business days. Notice that the request has been approved (or declined) will be provided by email.

**Mobile Deposit Limits.** Deposits made through the Service are typically limited to an amount of \$5,000 per day, with a rolling 30-day limit of \$50,000. IU Credit Union, at its sole discretion, reserves the right to change the limits for the Service or for an individual User without prior notice.

**Eligible Check.** You agree to capture the image and submit for deposit only eligible “checks” (*i.e.*, a check payable on demand, drawn on a bank or credit union). The following types of checks are not eligible for deposit through Mobile Deposit (this list is not all-inclusive and we reserve the right to treat other types of checks as not eligible):

- Checks payable to any person or entity other than you (*i.e.*, payable to another party and then endorsed to you).
- Checks payable to you and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that 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 previously converted to a substitute check, as defined in the Federal Reserve Board’s Regulation CC.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks dated after of the date of deposit (post-dated).
- Handwritten “counter” checks.
- Checks that have previously been submitted through this service or through a remote deposit capture service offered at any other financial institution.

**Endorsement of Original Checks.** Prior to capturing the image, endorsement(s) must be made on the back of the original check no more than 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement(s) must include your signature and the signature of any other payee, as required below, along with the phrase “FOR MOBILE DEPOSIT.” An image not satisfying these endorsement requirements may be rejected for processing. Any loss we or you incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

If the check is made payable to you and a joint owner, both of you must endorse the check. If the check is payable to you or a joint owner, either of you can endorse it. If your name and a joint owner’s name appear on the payee line of the check, without an indication as to whether it is payable to both or to either, either you or your joint owner can endorse the check.

**Check Image Requirements.** Each image must provide all information on the front and back of the original check at the time presented to you by the drawer of the check, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. If it is the case that the image quality does not meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house

or association, the check may not be accepted. Any loss we or you incur from a delay or processing error resulting from a failure to meet these image standards will be your responsibility.

**Receipt of Deposit.** Each image processed through Mobile Deposit will be treated as a “deposit” under the Credit Union Membership & Account Agreement and Truth-in-Savings Disclosure; however, deposits made through Mobile Deposit are not subject to the Federal Reserve Board’s Regulation CC regarding funds availability (refer to the “Funds Availability” section contained herein). When we receive an image, we will confirm receipt via an on-screen message. The deposit status of the item will also be available within Mobile Deposit on the History tab. Confirmation does not mean that the image contains no errors or that the check will be accepted and/or deposited into your Qualifying Account. We may, at our sole and absolute discretion and for reasonable cause, reject any image for deposit into your account. We will notify you of rejection or adjustment of your deposit by email, if you have registered with a valid email address. We are not responsible for any image that we do not receive.

We further reserve the right to chargeback to your account at any time any deposited item that we subsequently determine was not an eligible check. 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 check.

**Business Days.** For this Service, Business Days are defined as Monday through Friday, unless the day is observed as a holiday by the Credit Union.

**Daily Mobile Deposit Service Cutoff.** The cutoff for Mobile Deposit processing is 1:00 pm ET each Business Day. Images received after this time will be processed on the next Business Day.

**Funds Availability.** Provided that the image is received prior to the Mobile Deposit cutoff for the Business Day, unless the image is rejected or its processing is delayed as an exception, the corresponding deposit will be credited to the designated account on the date the image is submitted. Generally, the funds deposited will be available for use by the end of the Business Day; however, if funds availability is delayed, you will be notified by email, if you have registered with a valid email address by the end of the Business Day. If there is no email associated with the Mobile Deposit registration we will send a notice via US Mail. Refer to your Membership and Account Agreement for complete details regarding when funds will be available to you in your “available balance”.

**Storage and Destruction of Original checks.** After you receive confirmation that we have received an image, you must securely store the original check for 60 days following the date of confirmation, and make the original check accessible to us at our request. Upon our request during this 60 day period, you agree to deliver to us within 10 days, at your expense, the original check for which an image was previously submitted. If not provided in a timely manner, the amount of the original check will be reversed from your account. Promptly after the 60 day storage period expires, you agree to destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. *After destruction of an original check, the image will be the sole evidence of the original check.*

You agree that you will never present an original check for payment, once an image of the check has been confirmed as received through Mobile Deposit. You understand that you are responsible for any payment resulting from the processing of an original check that has already been paid through Mobile Deposit.

**Returned Deposits.** If an image processed through Mobile Deposit is dishonored, rejected, or otherwise returned unpaid by the drawee financial institution, or is rejected or returned by a clearing agent or collecting financial institution for any reason, including, but not limited to, issues relating to the quality of the image, you acknowledge that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for all loss, costs, damages, or expenses caused by or relating to the processing of the returned item. Returned deposits are subject to the Return Item Fee as listed on the Credit Union Rate and Fee Schedule.

We may debit any of your accounts to obtain payment for any image that has been rejected or returned, for any adjustment related to such image, or for any warranty claim related to an image, whether or not the rejection, return, adjustment, or warranty claim was timely made.

**Fees.** A usage fee may be assessed for the Service, as listed on the Credit Union Rate and Fee Schedule. You are responsible for paying the fees for the use of the Service. The Credit Union may change the fees for use of the Service at any time. You authorize the Credit Union to deduct any such fees from any Credit Union account of which you are an owner.

**Your Warranties.** You make the following warranties and representations with respect to each image:

- Each image is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, payee(s), signature(s), and endorsement(s) on the image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation, or clearinghouse rule. You agree that images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

**Compliance with Law.** You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules, and regulations. You warrant that you will only submit images of eligible checks for deposit and have handled the original checks in accordance with applicable laws, rules, and regulations.

**Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality image delivery, and resolution of member disputes, including by providing, upon request and without further cost, any original check or copy of a check deposited through the Service in your possession and your records relating to such checks and transactions.

**Termination.** We may terminate this Agreement or the Service 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 Service for any unauthorized or illegal purposes, or you use the Service in a manner inconsistent with the terms of the Credit Union Membership & Account Agreement or any other agreement with us. Certain obligations including, but not limited to, those listed in the Accountholder's Indemnification Obligation paragraph shall survive termination of this Agreement.

**Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider, and Internet software.

**Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone to (812) 855-7823 or toll-free (888) 855-6928 if you learn of any loss or theft of original checks. We may require that you confirm this loss or theft in writing. You will ensure the safety and integrity of original checks from the time of receipt until the time of destruction.

**Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us. In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble, or decompile

the technology or Service; copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of but not limited to, Digital Insight and Vertifi Software, LLC, retain all rights, title, and interests in and to the Service made available to you.

**Accountholder's Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses, arising from your use of the Service, and/or breach of this Agreement, or if your account is "hacked" by any third party unless such "hacking" is the result of our gross negligence or intentional misconduct. You understand and agree that this paragraph shall survive the termination of this Agreement.

You understand and agree that you are required to indemnify our technology partners, including but not limited to Digital Insight (Digital Insight) and Vertifi Software, LLC (Vertifi), and hold harmless Digital Insight, its affiliates, officers, employees, and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions, or demands, including claims of another financial institution, business entity, or governmental authority, and all losses, liabilities, damages, fines, penalties, costs, and expenses, including court costs and reasonable attorneys' fees and expenses, arising from such claims, to the extent such claim is related to IU Credit Union or your use of the Service, Vertifi or Digital Insight Applications, unless such claim directly results from an action or omission made in bad faith. You understand and agree that this paragraph shall survive the termination of this Agreement.

**DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY MOBILE BANKING 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 ANY MOBILE BANKING 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 ANY MOBILE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY MOBILE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

**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 ANY MOBILE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.