

Welcome to CEFCU Mobile Check Deposit

Before you get started, please read the following CEFCU Mobile Check Deposit Agreement and Disclosures carefully. By proceeding forward and signing this document by clicking the "I Agree" button at the bottom of this page, you are requesting CEFCU mobile check deposit services and agreeing to the following terms and conditions.

This is your CEFCU Mobile Check Deposit Agreement and Disclosures ("Agreement") and contains the terms and conditions which govern your use of the mobile check deposit services ("Services") that Citizens Equity First Credit Union ("CEFCU", "we", "us", or "our") may provide you ("you" or "your") to make deposits to your CEFCU primary checking account or business checking account ("your Account") and supplements the CEFCU On-Line® and Mobile Banking Agreement and Disclosures. The terms and conditions of this Agreement are in addition to the terms and conditions of your CEFCU Deposit Account Agreement or Business Services Deposit Account Agreement (the "Deposit Account Agreement"), Truth-in-Savings Rate Schedule or Business Savings & Checking Accounts Rate Schedule (the "Rate Schedule"), and the Fee Schedule or Business Fee Schedule (the "Fee Schedule") in effect from time to time governing your Account, which are incorporated by reference and made a part of this Agreement. In the event of a conflict or inconsistency between the terms of the Deposit Account Agreement, the Rate Schedule, and/or the Fee Schedule with respect to the Services, the terms of this Agreement shall control to the extent of the conflict or inconsistency.

To use the CEFCU Mobile Check Deposit Services, you need:

- An active CEFCU Savings account and an active CEFCU Checking account, in good standing.
- An Apple® or Android® mobile device, or other electronic device with internet access and capable of taking a screen shot that can be printed; and, an active email account with an internet service provider to receive notice whether a deposit transmitted through the Services is approved or discarded.
- To view the CEFCU Mobile Check Deposit Agreement and Disclosures below and click "I Agree" at the bottom of this page. You should take a screen shot that can be printed of this document before you click "I Agree".
- Remember to properly endorse your check "For remote deposit only, CEFCU account #" and include your account number. Checks must be made payable to you.

The Services. The Services are designed to enable you to make deposits to your Account using your approved mobile device by scanning checks and delivering the images and associated deposit information to CEFCU or CEFCU's designated processor. You acknowledge and agree that the Services may, at times, be temporarily unavailable due to system updates and maintenance or technical difficulties that are beyond our control, including, but not limited to, those of the Internet service provider, cellular service provider and internet software. We reserve the right to approve or deny your use of the Services in our sole and absolute discretion. If your Account is terminated and/or closed, the Services will terminate immediately without prior notice to you. In addition, we reserve the right to change, suspend, discontinue or terminate 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. Termination of the Services shall not affect any of our rights or any of your obligations under this Agreement with respect to deposits made by you through the Services prior to such termination.

Acceptance of these Terms. Your use of the Services constitutes your agreement to the terms and conditions of this Agreement.

Deposit Limits. We impose limits on the total dollar amount of checks that you may deposit to your Account using the Services. We reserve the right to modify such limits from time to time or to impose different limits on certain customers. The current item dollar limit minimum is \$0.01 and the maximum dollar limit is \$100.00. The daily dollar limit is \$100.00; the weekly aggregate dollar limit is \$100.00; and, the monthly aggregate dollar limit is \$200.00. Your daily, weekly aggregate and monthly aggregate dollar limits may be higher. If your limits are higher, we will send you written notice of your limits by regular mail. If you attempt to make 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 deposits at other times.

Eligible Checks. You agree to scan and deposit only original checks payable to you, in U.S. dollars and drawn on a U.S. financial institution. You agree that the image of the check transmitted to CEFCU shall be deemed an "item" within the meaning of Articles 3 and 4 of the Illinois Uniform Commercial Code. You agree that you will **NOT** use the Services to scan and deposit any checks or other items described below:

- Checks drawn on your Account.
- Checks payable to cash.
- Checks stamped "non-negotiable".
- Checks payable to you and another person who is not a joint owner of your Account.
- Checks or items payable to any person or entity other than you.
- Checks or items containing an alteration 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 or item is drawn.
- Checks that are incomplete.
- Checks where the written (legal) amount does not match the numeric (character) amount.
- Checks or items previously converted to a substitute check, as defined in the Federal Reserve Board's Regulation CC, 12 C.F.R. §229.1 *et seq.* ("Regulation CC").
- Checks or items drawn on a financial institution located outside the United States.
- Checks or items that are remotely created checks, as defined in Regulation CC.
- Checks or items not payable in United States currency.
- Checks or items dated more than 6 months prior to the date of deposit.
- Checks that are "postdated" (dated later than the actual deposit date).
- Checks that have previously been submitted through the Services or through a mobile check deposit service offered at any other financial institution.
- Savings Bonds, travelers checks, money orders, or postal money orders.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.

- Checks or items that are not acceptable for deposit to your Account under the terms of the Deposit Account Agreement.

Image Quality. The image of both the front and back of the check transmitted to CEFCU using the Services must be clear and legible and all four corners of the check must be visible in the picture. The image quality of the items must comply with our standards and requirements and the standards and requirements of our designated processor established from time to time. If the image quality does not comply with those requirements, you will receive a notice shortly after the image is sent advising you to rescan the check and resend the image. A check will not be deemed received for deposit until we receive an acceptable image of that check.

Endorsements and Procedures. All checks transmitted through the Services must be signed by you and/or any joint owner of the Account to whom the check is payable and contain the restrictive endorsement "For remote deposit only, CEFCU account #" [insert your Account number] written beneath the signature(s). All deposits through the Services are subject to our verification procedures and we may refuse, limit or return a deposit for any reason. You agree to follow any and all other procedures and instructions for use of the Services as CEFCU may establish from time to time.

Approval and Crediting of Deposits; Chargebacks. We will consider a check transmitted through the Services for deposit to your Account when you receive an email notice from us that we have "Approved Deposit" with respect to that check. If we will consider that check for deposit to your Account, you will received an email notice from us that we have "Discarded Deposit" with respect to that check. Your receipt of a notice "Approved Deposit" does not mean that the transmission was error free, complete or will be considered a deposit and credited to your Account. **It means that the deposit has been approved for processing and that we will examine the check to ensure that there are no errors in the transmission or image of the item and that you have complied with this Agreement and followed our procedures and instructions. If we determine that there are no errors in the transmission or image of the item and that you have complied with this Agreement and followed our procedures and instructions, we will credit the check to your Account by 11:59 p.m. (CT) on the day of your deposit as determined in accordance with paragraph 8.** If we determine that you have not complied with this Agreement or followed our procedures and instructions or if there are errors in the transmission or image of the item, we, in our sole discretion, may reject the deposit and send you an email notice "Discarded Deposit" or elect to correct the error(s) and credit your Account for the correct amount. As a form of correction, we may credit your Account for the full amount of the deposit and make any necessary adjustments to your Account to correct the error(s). After the deposit has been credited to your Account, the account credit can be viewed in your transaction history in the Mobile Banking Program for up to ninety (90) days prior to the date of your inquiry. We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. We are not responsible for deposits we do not receive or for images that are dropped during transmission. We further reserve the right to charge back to your Account at any time any item that we credited to your Account that we subsequently determine was not an eligible item. You agree that we are not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item and that you may become liable to us for fees on your Account as a result of our chargeback such as a nonsufficient funds fee or an overdraft transfer fee. You agree to notify us immediately if you change your email address in accordance with our procedures for updating your personal information. You agree that we are not

responsible for any losses you may incur as a result of you not receiving any notifications we send to you.

Funds Availability. You agree that items transmitted to us using the Services are not subject to the funds availability requirements of Regulation CC or the Funds Availability Policy in the Deposit Account Agreement. In general, if an image of an item you transmit to us through the Services is received and accepted by us by 4:00 p.m. (CT) on a business day that we are open, we consider that day to be the day of your deposit. An image of an item will not be deemed “received” by us until we receive an image that meets all the requirements of this Agreement. If an image of an item you transmit to us through the Services is received and accepted by us after 4:00 p.m. (CT) on a business day that we are open or on a day that is not a business day we are open, we will consider the next business day we are open to be the day of your deposit. Funds will generally be available for withdrawal on the day of your deposit after the check has been credited to your Account. For purposes of this paragraph, business day means Monday through Friday, excluding federal holidays and days the Federal Reserve is not open even if we are open, and excluding Christmas Eve day. CEFCU may delay availability of funds based on such factors as the length and extent of your relationship with us, your transaction and experience information with us, and such other factors as CEFCU, in its sole discretion, deems relevant.

Retention and Destruction of Original Checks. Upon your receipt of confirmation from us that we have processed the image, you agree to securely store the original check for 30 days thereafter (or for a longer period as directed by us if the check is the subject of any dispute) and make the original check accessible to us at our request. Upon our request within such period you agree to deliver to us within 5 days, at your expense, the original of any check transmitted to us using the Services. If you do not provide the original check as requested in a timely manner, you agree that any amount previously credited to your Account may be debited from your Account. Promptly after such 30 day 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. The image of the check will not be stored on your mobile or other electronic device. To obtain a copy of the image, you must contact our Record Center and certain fees may apply. You will notify us immediately by telephone at 800.633.7077 with written confirmation to CEFCU, P.O. Box 1715, Peoria, Illinois 61656-1715, if you learn of any loss or theft of original checks. You agree that you will never re-present the original check.

Hardware, Software and System Requirements. In order to use the Services, you must obtain and maintain, at your expense, an Apple or Android mobile device, or other electronic device capable of taking a screen shot that can be printed, with a built-in camera with 2.0+ megapixel resolution and autofocus; download and use one of CEFCU’s mobile banking Apps; and, have a working internet connection. You are responsible for all telephone and internet services necessary to access and use the Services and for charges arising out of or related to those services. We do not guarantee that your mobile or other electronic device, device camera, device operating system or mobile carrier will be compatible with the Services. You agree that you will perform or arrange for all vendor recommended maintenance, repairs, upgrades and replacements. You are solely responsible, at your own expense, for purchasing, installing, operating, testing and maintaining all hardware and software necessary to use the Services. We reserve the right to add to, change, or delete the hardware, software, and system requirements from time to time by providing notice to you and you agree to comply with such

requirements. In addition, you agree to accept notices provided in connection with this Agreement at your email address on file with us or by any other commercially reasonable notification method we choose.

Errors. You agree to notify us of any suspected errors regarding items deposited to your Account through the Services right away, and in no event later than 30 days after the mailing date of the statement for your Account. Unless you notify us within said 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

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

Presentment and Collection. The manner in which the items deposited to your Account through the Services are cleared, presented for payment, and collected shall be in our sole discretion except as otherwise expressly provided in the Deposit Account Agreement.

Ownership and License. You agree that CEFCU 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) for any illegal purpose; (ii) in any anti-competitive manner, (iii) for any purpose which would be contrary to CEFCU's business interest, or (iv) to CEFCU's actual or potential economic disadvantage in any aspect. 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.

Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of your claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Services in your possession and your records relating to such items and transmissions.

Disclaimer of Warranties. YOU AGREE THAT 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 SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES 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 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 THE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CEFCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

Warranties and Indemnification. You warrant to CEFCU that:

- You will only transmit eligible items through the Services.
- Images transmitted through the Services will meet our image quality standards.
- You will not transmit duplicate items through the Services.
- You will not deposit or re-present the original item.
- All information you provide to CEFCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold CEFCU harmless from any loss for breach of this warranty provision. In addition, you agree to indemnify and hold CEFCU harmless against any claim for payment based on an original check that you deposited in your Account through the Services and we paid. The foregoing indemnities shall survive termination of the Services.

Fees. CEFCU does not charge any fees for the Services. CEFCU will not be responsible for any fees that your wireless carrier may charge you.

Security. You agree to keep your mobile device secure and to close your mobile banking application when not in use. If you suspect your mobile device has been lost or stolen, you must notify CEFCU immediately by calling 800.633.7077.

Amendments. From time to time, we may amend any of the terms and conditions of this Agreement, including, without limitation, the deposit limits and funds availability. Such amendments shall become effective upon receipt of notice by you or such later date as may be stated in our notice to you. You agree that your use of the Services after we provide notice of such changes constitutes your acceptance of the changes.