



Mobile Remote Deposit User Agreement

This Mobile Remote Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Mobile Remote Deposit that Nashville Post Office Credit Union ("NPOCU", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with NPOCU, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

1. **Mobile Remote Deposit Capture** The (RDC) service is designed to allow you to make deposits to your checking account from your mobile device via your NPOCU App by scanning checks and delivering the images and associated deposit information to NPOCU.

2. **Acceptance of these Terms** Once your application is approved, your use of The RDC service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change in the agreement. Further, NPOCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the RDC service. Your continued use of the RDC service will indicate your acceptance of any such changes to the RDC service.

In addition I agree that I will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, (ii) copy or reproduce all or any part of the technology or Service; or (iii) interfere, or attempt to interfere, with the technology or Service

3. **Limitations of RDC service** When using the RDC service, you may experience technical or other difficulties. We will attempt to post alerts 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. The RDC service 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 RDC service, in whole or in part, or your use of the RDC service, in whole or in part, 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 NPOCU 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:

- Third Party Checks (payee on a check is not on the account)
- Restrictive Endorsements- checks payable to you and a lien holder
- Foreign Checks (drawn on a bank located outside the United States)
- Checks not payable in United States currency
- Savings Bonds

- Stale Dated or Post Dated Checks
- Items stamped “non-negotiable”
- Any check drawn on a NPOCU account
- Checks that contain evidence of alteration
- Checks previously presented for deposit
- Substitute checks as defined by Reg. CC
- Non-legible checks

5. **Endorsements and Procedures** You agree to legibly endorse any item transmitted through the RDC service with your signature and restrictive endorsement. You agree to follow any and all other procedures and instructions for use of the RDC service as NPOCU may establish from time to time. Not endorsing the item properly, could result in the deposit being rejected. For example, a proper endorsement would appear as follows:

NPOCU Mobile Deposit Only

John A. Doe

6. **Receipt of Items** We reserve the right to reject any item transmitted through the RDC service, 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 your account at any time, any item that we subsequently determine was not an eligible item. You agree that the NPOCU 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 the RDC 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 3:00 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 next business day we are open. Funds deposited using the RDC service will be deposited via ACH transmission and will generally be deposited within 2 business days from the day of deposit. NPOCU may make such funds available sooner 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 NPOCU, 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. NPOCU will retain a digital copy of deposited items retrievable via NPOCU’s corporate credit union. Please keep your check in a safe place for at least 45 days in case it is needed for verification. Do not leave deposited checks lying around unsecured and dispose of deposited checks by shredding- do not just throw away in the trash, safely discard documents.

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 \$3,000.00 per business day with a maximum dollar limit per item of \$3,000.00. 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 NPOCU's sole discretion subject to the Member Services Agreement governing your account.

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

12. **Errors in Transmission** By using the RDC service you accept the risk that an item may be intercepted or misdirected during transmission. NPOCU 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 NPOCU using the RDC service must be legible, as determined in the sole discretion of NPOCU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by NPOCU, 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 NPOCU 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 NPOCU 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 files submitted by you to the NPOCU do not contain computer viruses or malware
- You agree to indemnify and hold harmless NPOCU 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 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.

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, if you use the RDC service for any unauthorized or illegal purposes, not a member in good standing or you use the RDC service in a manner inconsistent with the terms of your Member Services Agreement or any other Agreement with us. You must wait at least 90 days

to request to re-enroll in Remote Deposit and must meet the same basic qualification standards to be approved.

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. **Governing Law** I understand and agree that this Disclosure and Agreement 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 Tennessee, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the state of Tennessee.

19. **DISCLAIMER OF WARRANTIES** YOU AGREE YOUR USE OF THE RDC 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 THE RDC 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 THE RDC SERVICE (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 RDC SERVICE OR TECHNOLOGY WILL BE CORRECTED.

20. **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 RDC SERVICE 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 RDC SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF NPOCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.