

## Mobile Banking and Remote Deposit Agreement and Disclosure

### **Introduction:**

Rock Valley Credit Union (“We”, “Us” and “Credit Union”) will provide its members (“You”, “Yours”) with the highest quality Mobile Banking (the “Service”) available. By enrolling in the Service you agree to all the terms and conditions contained in this agreement and disclosure (the “Agreement”).

We may offer additional Mobile Banking services and features in the future. Any such add-on will be governed by this Agreement and by any terms and conditions provided to you, electronically or otherwise, at the time the new feature is added. We may amend these terms and modify or cancel the Mobile Banking services we offer without notice except where required by law.

### **Definitions:**

“Accounts” refers to your eligible Rock Valley Credit Union (RVCU) checking, savings, loan or certificate of deposit accounts.

“Device” means a supportable mobile device including a cellular telephone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

### **The Service:**

Mobile Banking is offered as a convenience and supplemental service to e-Banking. This Service allows you to access your account information, make payments to us, transfer funds and conduct other transactions. To utilize Mobile Banking, visit the App Store or Google Play Store to download the free RVCU Mobile App.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the Service at any time.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the Service may not be supportable for all Devices. RVCU cannot guarantee and is not liable for the availability of data services provided by your wireless carrier, such as data outages or “out of range” issues.

You agree to accept the responsibility to learn how to use Mobile Banking. You further agree to contact us directly if you have any problems with Mobile Banking. We may modify the Service at our sole discretion. In the event of any modifications, you are responsible for learning to use the updated Service. In addition, you are solely responsible for the proper use of your Device. We will not be liable for any losses caused by your failure to properly use the Service or your Device.

You agree that, when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with Us except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any account accessed through this Service is also subject to the Terms and Conditions Disclosure provided at the time of Account Opening. You should review your disclosures carefully as they may include transaction limitations or fees which might apply to your use of Mobile Banking.

You may use the Service to transfer funds between your eligible RVCU accounts (“Internal Transfer”). You may not transfer funds to or from an account at another financial institution.

If you submit your transfer request during normal business hours, you will initiate an immediate Internal Transfer. Transfer requests made on weekends, Federal Holidays, or after hours will be processed on the next business day.

You must have sufficient funds available in the selected account at the time the transfer request is received, including any available overdraft protection. Unless you have opted out of our Overdraft Privilege program, you agree to cover any overdraft amount and associated fees.

Federal regulations require financial institutions to limit the way withdrawals are made from money market accounts. Each transfer from a money market account using Mobile banking will be counted as one of the six limited transactions permitted each monthly statement cycle, as described in the Truth in Savings Disclosure. You may be subject to fees or account conversion if you exceed this limitation.

We may, at our discretion, limit the type, frequency and amount of transfers for security purposes and may change or impose the limits without notice.

You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing the transferred funds.

#### **Your Responsibilities:**

You represent and agree to the following by enrolling in Mobile Banking or by using the Service:

- You represent that you are the legal owner of the Account(s) and other financial information which may be accessed via Mobile Banking. You represent and agree that all the information you provide to us in connection with Mobile Banking and any associated features and services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity. You represent that you are an authorized user of the Device you will use to access Mobile Banking.
- You agree to take precautions to ensure the safety, security and integrity of your account and transactions while using Mobile Banking. You agree not to leave your Device unattended while logged in and to immediately log off at the completion of each access by you. You agree not to provide your NetTeller ID (User Name), password or other access information to any unauthorized person. If you permit other persons to use your Device, login or other means to access Mobile Banking, you are fully and wholly responsible for any transactions they may authorize and we will not be liable to you for any damages.

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 (1) WILL MEET YOUR REQUIREMENTS, (2) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (4) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

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

### **Remote Deposit Anywhere Agreement and Disclosure**

#### **Introduction:**

This Remote Deposit Anywhere User Agreement (“Agreement”) contains terms and conditions for the use of Remote Deposit Anywhere that Rock Valley Credit Union (“RVCU”, “Us” or “We”) may provide to you (“You”, or “User”). Other agreements you have entered into with RVCU, including your membership, amended from time to time, are incorporated by reference and made a part of this Agreement.

#### **Services:**

The Remote Deposit Anywhere services (“Services”) are designed to allow you to make deposits to your checking, savings or money market checking accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to RVCU or RVCU’s designated processor.

Your use of this 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 on our website by providing a link to the revised Agreement. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after RVCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service indicates your consent to be bound by the revised Agreement. Further, RVCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website 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, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

In order to use the Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by RVCU from time to time. RVCU is not responsible for any third party software you may need to use the Service. Any such software is accepted by you and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

The manner in which the items are cleared, presented for payment, and collected shall be in RVCU’s sole discretion subject to the Terms and Conditions Disclosure governing your account.

You agree to notify RVCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable RVCU statement is sent. Unless you notify RVCU within 60 days,

such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against RVCU for such alleged error.

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

**Eligible Items:**

You agree to scan and deposit only “checks” as that term is defined by the Federal Reserve Regulation CC (“Reg. CC”). When the image of the check transmitted to RVCU 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 in 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 RVCU’s current procedures relating to the Service or which are otherwise not acceptable under the terms of your 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 service offered at any other financial institution
- Checks that are prohibited by the Credit Union’s current Terms and Conditions Disclosure
- Checks that are in violation of any federal or state law, rule or regulation

**You agree to legibly endorse any item transmitted through the Service with your signature, account number and the words “For Remote Deposit Only”.**

You agree to follow any and all other procedures and instructions for use of the Service as RVCU may establish from time to time.

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

The image of an item transmitted to RVCU using the Service must be legible, as determined in the sole discretion of the credit union. Without limiting the foregoing, the image quality of items must comply with the requirements established from time to time by RVCU, ANSI, the Board of Governors of the Federal Reserve Board or any other regulatory agency, clearinghouse or association.

**Availability of Funds:**

You agree that the items transmitted using the Service are not subject to the funds availability requirements of the 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 Standard Time, Monday through Friday, except Federal holidays, 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 Service will generally be made available in two business days from the day of deposit.

**Disposal of Transmitted Items:**

Upon your receipt of a confirmation from RVCU that we have received an image that you have transmitted, You agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", "Electronically Presented" 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 RVCU upon request.

**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 a 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 \$1,000.00 per business day. The current daily limit on the number of items which can be presented is one (1). The current monthly dollar limit is \$3,000.00 and the monthly limit on the number of items, which can be presented, is three (3). We reserve the right to change these limits at any time without prior notice to you.

**User Warranties and Indemnification:**

You warrant to RVCU 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 RVCU 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 credit union do not contain computer viruses or malware
- You agree to indemnify and hold harmless RVCU from any loss for breach of this warranty provision

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.

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 Service for any unauthorized or illegal purposes or you use

the Service in a manner inconsistent with the terms of your Terms and Conditions Disclosure or any other agreement with us.

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 this 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.

You agree that RVCU retains all ownership and proprietary rights in the Service, associated content, technology and website(s). Your use of the Service 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (1) in any anti-competitive manner, (2) for any purpose which would be contrary to RVCU's business interest or (3) to RVCU's actual or potential economic disadvantage in any aspect. You may use the Service only 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 Service.