

## Mobile Deposit User Agreement

**Read this Agreement Carefully. Deposit of any items not allowed per Section 6 or the failure to endorse each item exactly as required per Section 7 may result in rejection of items presented that do not meet the standards and requirements in this Agreement.**

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

**1. Services.** The mobile deposit 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 Centris or Centris' designated processor. In order to qualify for services, you must be a member for at least one (1) day and have no delinquencies of Overdraft Privilege, loans or accounts of any kind and have not caused Centris a loss.

**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 in writing, email, or through your mobile application. Further, Centris 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 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 Centris from time to time. See [CentrisFCU.org](http://CentrisFCU.org) for current hardware and software specifications. Centris 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.** There are currently no fees associated with the Service.

**6. Eligible items.** You agree to scan and deposit only "checks" as the term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to Centris 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

- Checks payable to any person, other than the person 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 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 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 Centris' current procedures relating to the Services or which are otherwise not acceptable under the terms of your Centris 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 mobile deposit service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department or State.
- Checks that are prohibited by the Centris' current Membership and Account Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.

- Savings Bonds.
- Checks purporting to be a lottery or prize winning check.
- Checks payable to a business, club, and/or an association.

**7. Endorsements, Requirements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "FOR CENTRIS MOBILE DEPOSIT ONLY" or as otherwise instructed by Centris. The check must be endorsed on the back with the signature of all payees. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, 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. The image quality must 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. You agree to follow any and all other procedures and instructions for use of the Services as Centris 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. 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 Centris 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 Centris is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**9. Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. For determining the availability of your funds, every day is a business day except Saturdays, Sundays, and federal holidays. Funds deposited using Mobile Deposit will generally be made available on the second business day after the date of transmission. Deposits will be deemed to have been received on the business day you make the transmission.

**10. Disposal of Transmitted Items.** Upon your receipt of a confirmation from Centris 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 Centris upon request.

**11. Deposit Limits.** We may establish limits on the dollar amount per item deposited and aggregated daily amount 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 maximum dollar limit per item is \$5,000.00.

**12. Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in Centris' sole discretion subject to the Membership and Account Agreement governing your account.

**13. Errors.** You agree to notify Centris of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Centris account statement is sent. Unless you notify Centris within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Centris for such alleged error.

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

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

**16. User Warranties and Indemnification.** You warrant to Centris 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 Centris 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 Centris do not contain computer viruses or malware
- You agree to indemnify and hold harmless Centris from any loss for breach of this warranty provision.

User will indemnify and hold harmless Centris, its licensors and providers of Mobile Deposit, and their respective directors, officers, employees and agents, against any and all third party suits, proceedings, claims, demands, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), liabilities and other losses that result from or arise out of: (i) the wrongful acts or omissions of User, or any person acting on User's behalf (including without limitation User's authorized processor, if any), in connection with User's use of Mobile Deposit or processing of Items under this Agreement, including without limitation (a) the breach by User of any provision, representation or warranty of this Agreement, (b) the negligence or willful misconduct (whether by act or omission) of User or its Users or any third party acting on behalf of User, (c) any misuse of the Program or Services by User, or any third party within the control or acting on behalf of User, (d) the failure by User to comply with applicable state and federal laws and regulations, or (e) any fine, penalty or sanction imposed on Centris by, any clearing house, or any governmental entity, arising out of or connected with any Item processed by Centris for User or at User's instruction; (ii) any act or omission of Centris that is in accordance with this Agreement or instructions from User; (iii) actions by third parties, such as the introduction of a virus that delay, alter or corrupt the transmission of an Imaged Item to Centris; (iv) any loss or corruption of data in transit from User to Centris; (iv) any claim by any recipient of any item including a Substitute Check corresponding to a Check processed by User under this Agreement, that such recipient incurred loss due to the receipt of the Item/Substitute Check instead of the Initial Paper Item; or (v) any claims, loss or damage resulting from User's breach of, or failure to perform in accordance with, the terms of this Agreement.

**17. 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.

**18. 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 Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Membership and Account Agreement or any other agreement with us.

**19. 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.

**20. Ownership & License.** You agree that Centris 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 Centris' business interest, or (iii) to Centris' actual or potential economic disadvantage in any aspect. You may use the Services only for non-business, personal 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.

**21. 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 NON-INFRINGEMENT. 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.

**22. 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 CENTRIS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.