

CAMC Federal Credit Union

3400 MacCorkle Avenue, SE

Charleston, WV 25304

(304) 388-5700

<http://www.camcfcu.org>

MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of CAMC Federal Credit Union's Mobile Deposit services that CAMC Federal Credit Union ("credit union", "us", "our", or "we") may provide to you ("you," "your", "member", or "User"). Other agreements you have entered into with CAMC Federal Credit Union, as applicable to your CAMC Federal Credit Union account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Disclosure and Agreement. The terms and conditions of the member's Membership & Account Agreement and the Share Account Rate Disclosure Statement for the member's deposit accounts, and each of the member's loan agreements continue to apply notwithstanding anything to the contrary in this Agreement.

1. Services. CAMC Federal Credit Union's Mobile Deposit services ("Services") are designed to allow you to make deposits to your checking accounts from home or other remote locations by capturing the image of a check and delivering the images and associated deposit information to CAMC Federal Credit Union or our designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change at any time. We will notify you of any material change via e-mail, text message, or on our website by providing a link to the revised Agreement. Your continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, CAMC Federal Credit Union 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 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 eligibility 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. Member Eligibility. You understand that you must be a CAMC Federal Credit Union member in good standing and meet other pre-determined qualifying factors to be eligible for the Services. You must be a member for at least 90 days. You must have an active share account. You are ineligible for mobile deposit if your account has been compromised, charged off, had a negative balance during the last 90 days, had a returned deposit item in the last 90 days, if you

have a delinquent loan, or if potential fraud has been detected. To determine if you are eligible for these Services, visit our office or contact us at 304-388-5700.

5. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by CAMC Federal Credit Union. CAMC Federal Credit Union 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.

6. Fees. A per deposit item fee will be charged for the Services. You are responsible for paying the fees for the use of the Services. Any fee that is charged will be disclosed prior to your deposit. CAMC Federal Credit Union may change the fees for use of the Service at any time pursuant to the section titled "Acceptance of these Terms" above. You authorize CAMC Federal Credit Union to deduct such fees from the same account as your mobile deposit.

7. 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 is transmitted to CAMC Federal Credit Union it is converted to an image for subsequent presentment and collection, it shall thereafter be deemed an "item" within 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 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 or as indicated on the face of the check.
- Checks or items prohibited by the credit union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.
- 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 capture service offered at any other financial institution.
- Checks that have previously been deposited or negotiated in any way via any method at CAMC Federal Credit Union or any other financial institution.

8. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "Your Signature, account #, and For Mobile Deposit Only" or as

otherwise instructed by CAMC Federal Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as CAMC Federal Credit Union may establish from time to time.

9. 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 CAMC Federal Credit Union 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 anytime, 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.

10. Returned Deposits. Any credit to your account using the Services is provisional. If for any reason a check deposited through the Services is (a) dishonored, rejected, or otherwise returned as unpaid by the drawee bank, or (b) the item is rejected, or returned by a clearing agent or collecting bank/credit union, you agree 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, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

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

11. Transmission Deadlines. Deposit times are based on Eastern Time Zone. Mobile deposits initiated through the Services before 2:30 p.m. Eastern Time on a business day are posted to member's account the same day, subject to funds availability. In the event that we receive an item from you after 2:30 p.m. Eastern Time or on a day that is not a business day, the item is considered as received by us at the opening of the next business day. For the Services, a business day is describe as Monday through Friday, except for Federal holidays.

12. Funds Availability. The Services are subject to transaction limitations and the Funds Availability Policy Disclosure, as set forth in the Membership & Account Agreement and Share Account Rate Disclosure Statement, which govern the use of your account. We are notifying you in advance that deposits made by the Services do not fall under the standard provisions of Regulation CC – Expedited Funds Availability Act. As such, longer hold periods may apply. You agree to receive notice of hold times via the e-mail address provided in your membership Account Card.

13. Disposal of Transmitted Items. Upon your receipt of a confirmation from CAMC Federal Credit Union that we have received an image that you have transmitted, you agree to prominently mark the item as "Electronically Presented", "VOID", or otherwise render it

incapable of further transmission, deposit, or presentment. You agree never to re-present the item. You agree to retain the check for at least 15 calendar days from the date of the image transmission. After 15 days, you agree to destroy the check that you transmitted. During the time the retained check is available, you agree to properly handle the check and upon request, promptly provide it to CAMC Federal Credit Union.

14. Deposit Limits. Currently, \$500.00 individual check amount limit and \$1,500.00 daily deposit limit. We reserve the right to and 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.

15. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in CAMC Federal Credit Union's sole discretion subject to the agreements governing your account.

16. Errors. You agree to notify CAMC Federal Credit Union of any suspected errors regarding items deposited through the Services immediately, and in no event later than 30 days after the applicable CAMC Federal Credit Union account statement is sent. Unless you notify CAMC Federal Credit Union 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 CAMC Federal Credit Union for such alleged error.

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

18. Security. You understand the importance of your role in preventing misuse of your accounts associated with the Services, and you agree to promptly examine your paper or electronic statement for each of your Credit Union accounts as soon as you receive it and to notify us of any errors in accordance with your Membership & Account Agreement. You agree to protect the confidentiality of your accounts, account number, and passwords.

All data is sent via secure file transfer protocol in an effort to provide transmission security. Notwithstanding our efforts to ensure the Services are secure, you acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Services or e-mail transmitted to and from us will not be monitored or read by others. You agree to notify us immediately if you believe any passwords have been lost, stolen, used without your permission, or otherwise compromised. Call the Credit Union immediately at 304-388-5700.

19. Image Quality. The image of an item transmitted to CAMC Federal Credit Union using the Services must be legible, as determined in the sole discretion of CAMC Federal Credit Union.

Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by CAMC Federal Credit Union, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

20. User Warranties and Indemnification. You warrant to CAMC Federal Credit Union 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 CAMC Federal Credit Union 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 agree to indemnify and hold harmless CAMC Federal Credit Union from any loss for breach of this warranty provision.

21. Authorized Users. The Credit Union shall be entitled to rely on the apparent authority of any person who accesses the Services using valid user login IDs and passwords, including such persons who may not be signers on your account. Except as otherwise provided by law, you will indemnify the Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. You agree to provide each authorized user a copy of these terms in connection with his/her use of the Services. The Credit Union may elect to verify the authenticity or content of any transmission by placing a call to any authorized signer on your account at our discretion. We may deny your access to the Services without prior notice if we are unable to confirm any person's authority to access the Services or if we believe such action is necessary for security reasons.

22. 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.

23. Termination. We may terminate this Agreement at any time, for any reason, and without notice. 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 & Account Agreement or any other agreement with us.

24. 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.

25. Ownership & License. You agree that CAMC Federal Credit Union 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 CAMC Federal Credit Union's business interest, or (iii) to CAMC Federal Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services 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 Services.

26. 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 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 MAYBE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

27. 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 CAMC FEDERAL CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

(End-Mobile Deposit User Agreement 8.1.18)