



Utilities Employees Credit Union (UECU)

MOBILE CHECK DEPOSIT AGREEMENT

In this Mobile Check Deposit Agreement, the words “I,” “me,” “my,” “us” and “our” mean the consumer that applied for and/or uses any of the Mobile Check Deposit Services described herein (the “Service”). The words “you,” “your,” and “yours” mean UECU. My application for use of the Service, your notification of approval of my application, the Account Agreement and Disclosures, and the Mobile and Online Banking Agreement are hereby incorporated into and made a part of this Mobile Check Deposit Agreement (collectively the “Agreement”). In the event of a conflict between this Mobile Check Deposit Agreement and my application, your approval, the Account Agreement and Disclosures, or the Mobile and Online Banking Agreement, this Mobile Check Deposit Agreement will control.

Eligibility. The Service is available to UECU members in good standing. A member in good standing has not caused UECU a loss and has never had a UECU checking account closed or other UECU service denied or terminated for cause. The Service is not available to business accounts (except Sole Proprietorship), estate accounts and representative payee accounts. The Service is available only through UECU’s Mobile and Online Banking service. By using this Service, I authorize UECU to periodically request a credit file from a third party to determine my continued eligibility for this service.

To maintain access to the Service, I must meet the following criteria. Failure to meet the requirements will cause a suspension of the Service. I must provide UECU with and maintain a valid e-mail address. I must have a current physical and mailing address on file (no returned mail). I have not incurred a negative balance for more than 15 days within the last six months on all UECU deposit accounts. I am not currently 60 days or more past due on any UECU loan, line of credit, or VISA® credit card.

Use of the Services. Following receipt of your notification approving my use of the Service, I am authorized by you to electronically deposit paper checks I receive to my account with you (the “Account”) by electronically transmitting a digital image of the paper checks to you for deposit. My use of the Service constitutes my acceptance of the terms and conditions of this Agreement. Upon receipt of the digital image, you will review the image for acceptability. I understand and agree that receipt of an image does not occur until after you notify me of receipt of the image via onscreen messaging and/or email notification. I understand that, in the event I receive a notification from you confirming receipt of an image, such notification does not mean that the image contains no errors or that you are responsible for any information I transmit to you. You are not responsible for any image that you do not receive. Following receipt of the image, you may process the image by preparing a “substitute check” or clearing the item as an image. Notwithstanding anything to the contrary, you reserve the right, within your sole and absolute discretion, to accept or reject any item for electronic deposit into my Account. I understand that any amount credited to my Account for items deposited using the Service is a provisional credit and I agree to indemnify you against any loss you suffer because of your acceptance of the electronically deposited check unless the loss is caused by your own gross negligence or willful misconduct.

Unavailability of Services. I understand and agree that the Service may at times be temporarily unavailable due to UECU system maintenance or technical difficulties outside of the control of UECU, including internet service provider, cellular service provider and internet software issues. In the event that the Service is

unavailable, I acknowledge that I can deposit an original check through deposit-capable ATMs that are a part of the [CU\\$ network](#) or by mailing the original check to you at 11 Meridian Blvd, Wyomissing, PA 19610. It is my sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by you. However, you will send me an email notification of items that are rejected.

Ineligible Deposit Destination Accounts. Mobile Check Deposits are not accepted into Certificates of Deposit (CD), Individual Retirement (IRA), or Health Savings (HSA) accounts.

Check Requirements. Any image of a check that I transmit to you must accurately and legibly provide all the information on the front and back of the check at the time presented to me by the drawer. Prior to capturing the original check, I will endorse the back of the original check. My endorsement will include “For mobile deposit only to UECU.” My check image will be rejected if I do not indicate “For mobile deposit only to UECU” in the endorsement section on the back of my check. The image of the check transmitted to you must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute (“ANSI”), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Unacceptable Deposits. I understand and agree that I am not permitted to deposit the following items using the Service:

- 1) Any item drawn on my Account or my affiliate’s account.
- 2) Any item that is stamped with a “non-negotiable” watermark.
- 3) Any item that contains evidence of alteration to the information on the check.
- 4) Any item issued by a financial institution in a foreign country.
- 5) Any item that is incomplete.
- 6) Any item that is missing signature endorsement.
- 7) Any item that is missing “For mobile deposit only to UECU” endorsement.
- 8) Any item that is “stale dated” or “postdated.”
- 9) Any item that is payable to “cash.”
- 10) Savings Bonds

Rejection of Deposit. If a check does not meet UECU’s check or image standards, UECU reserves the right to reject any deposit or, alternatively, withdraw the deposit from the Account after I complete the deposit. Additionally, UECU reserves the right to adjust my deposit after I have submitted it for processing to correct mistakes in the value of the check deposited or for mistakes in encoding. UECU’s acceptance of a deposit through the Service does not constitute a guarantee that the deposit meets UECU’s check and image standards, is a legitimate check, or will be paid by the clearing financial institution. As Account owner, I accept responsibility for all checks deposited into my Account. If a check is not paid by the clearing institution, UECU will reverse the deposit from my Account and I will be responsible for any losses, fees, and/or negative balances that result from such a reversal. Account fees are set forth in the Fee Schedule. If I have concerns that a check will not be paid, I will negotiate the check directly with the financial institution it is drawn upon. You are not liable for any service or late charges levied against me due to your rejection of any item unless the rejection is caused by the gross negligence or willful misconduct of you. In all cases, I am responsible for any loss or overdraft plus any applicable fees to my Account due to an item being returned.

Items Returned Unpaid. A written notice will be sent to me of transactions you are unable to process because of returned items. With respect to any item that I transmit to you through the Service that you credit to my

Account, in the event such item is dishonored, I authorize you to debit the amount of such item from the Account.

Business Days and Hours. Deposits completed through the Service will be processed during business days/hours. UECU's business days are Monday through Friday 8:00 a.m. – 5:00 p.m. EST excluding Wednesdays. Wednesday hours are 8:00 a.m. – 3:30 p.m. EST. Weekends and Federal Holidays are not business days.

Funds Availability. I understand and agree that, for purposes of deposits made using the Service, the place of deposit is Wyomissing, PA. With regard to the availability of deposits made using the Service, immediate availability may be available for checks deposited through the Service. Maximum immediate availability per day is up to \$1,500.00. The amount of immediate availability is based upon my credit history and overall relationship with UECU and may change periodically. If I have immediate access to funds, the specific amount will be displayed at the time of my deposit. Mobile Check Deposits that are received and posted by UECU will refresh my immediate availability limit. Deposits through the Service are subject to rolling 30-day deposit limits in the total dollar amount that may be deposited. The maximum rolling 30-day deposit limit is up to \$25,000.00. The amount of my rolling 30-day deposit limit is based on my credit history and overall relationship with UECU and may change periodically. Any checks entered after my immediate availability limit is reached or exceeding the rolling 30-day deposit limit will be posted upon review by UECU and made available in accordance with UECU's Availability of Funds Policy. Check deposits that require review by UECU may not be reviewed the same business day they are deposited through the Service. Check deposits may not be reviewed until the next business day. Deposit amounts are subject to verification and all items credited to my Account are provisional until UECU receives final payment. The fact that a deposit is within your available transaction limit does not mean that a deposit will necessarily be accepted.

Limitations on Frequency and Dollar Amount. I understand and agree that I cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by you.

Storage of Original Checks. I must securely store each original check for a minimum of 60 calendar days after completion of my deposit. After such period expires, I will destroy the original check. I understand and agree that I am responsible for any loss caused by my failure to secure the original checks.

Securing Images on Mobile Devices. When using the Service, I understand that check images captured using my mobile device are stored on the device only until the associated deposit has been successfully submitted. I agree to promptly complete each deposit. In the event that I am unable to promptly complete my deposit, I agree to ensure that my mobile device remains securely in my possession until the deposit has been completed or to delete the associated images from the application.

Accountholder's Warranties. I make the following warranties and representations with respect to each image of an original check I transmit to you utilizing the Service:

- 1) Each image of a check transmitted to you is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- 3) I will not deposit or otherwise endorse to a third party the original item (the original check) and no person or entity will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person or entity will be asked to make payment based on an item it has already paid.
- 4) Other than the digital image of an original check that I remotely deposit through your Service, there are no other duplicate images of the original check.
- 5) I have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.

- 6) I am authorized to enforce each item transmitted or am authorized to obtain payment of each item on behalf of a person or entity entitled to enforce such transmitted item.
- 7) The information I provided in my application remains true and correct and, in the event any such information changes, I will immediately notify you of the change.
- 8) I have not knowingly failed to communicate any material information to you.
- 9) I have possession of each original check deposited using the Service and no other party will submit the original check for payment.
- 10) Files and images transmitted to you will contain no viruses or any other disabling features that may have an adverse impact on your network, data, or related systems.

In Case of Errors. In the event that I believe there has been an error with respect to any original check or image thereof transmitted to you for deposit or a breach of this Agreement, I will immediately contact you regarding such error or breach as set forth below.

- Telephone – 800.288.6423
- Email – Advantages@uecu.org
- Mail – 11 Meridian Blvd, Wyomissing, PA 19610

Charges for Use of the Services. All charges associated with the Service are disclosed in UECU's Fee Schedule.

Periodic Statement. Any deposits made through the Service will be reflected on my member statement. I understand and agree that I am required to notify you of any error relating to images transmitted using the Service by no later than 60 days after I receive the member statement that includes the transaction I allege is erroneous. I am responsible for any errors that I fail to bring to your attention within such time period.

Changes in Financial Circumstances. I understand and agree that I must inform you immediately in the event of a material change in my financial circumstances or in any of the other information provided in my application, including any supporting financial information.

Change and Suspension or Termination. You reserve the right to make changes to, suspend, or discontinue (temporarily or permanently) the Service or any portion thereof at any time. I agree that you will not be liable to me or to any third party for any such change, suspension, or discontinuance. You have the right to deny access to, and to suspend or terminate my access to, the Service or to any features or portions thereof, at any time and for any reason, including if I violate this Agreement or if you believe there is suspicious or unusual activity related to my Account. Neither termination nor suspension shall affect my liability or obligations under this Agreement, and I will remain liable for all transactions performed on my Account. In the event that you suspend or terminate my access to the Service, I will continue to be bound by this Agreement.

Software. The software provided by UECU contains software provided by one or more third parties ("Third Party Software") under contract with UECU (each a "Third Party").

Restrictions. I agree that I will not, and I will not permit any parent, subsidiary, affiliate, agent or other third party to: (i) sell, provide, distribute, lease, rent, lend, relicense, sublicense, or display Third Party Software or related documentation except as necessary to utilize the Software for mobile check deposits; (ii) decompile, disassemble, reverse engineer or attempt to reconstruct the Third Party Software, identify or discover any source code, trade secret, know-how, or ideas underlying user interface techniques or algorithms of Third Party Software by any means whatsoever, or disclose any of the foregoing; (iii) create any derivative works or any other software program based upon Third Party Software or related documentation or modify Third Party Software in any way; or (iv) use Third Party Software or documentation to develop or enhance any product that competes with Third Party Software.

Intellectual Property. UECU or the Third Parties, as the case may be, retain all rights, title, and interests, including intellectual property rights, in and to the Third-Party Software and the Service, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to me, including all intellectual property rights therein. I acknowledge that the Third-Party Software and related documentation contain copyrighted material, trade secrets, and other material that is proprietary to one or more Third Parties. Except as expressly stated herein, this Agreement does not grant me any intellectual property rights in the Third-Party Software, Service, or any related documentation or materials and all rights not expressly granted herein are reserved by you and the Third Parties. I agree to assign, and hereby do assign, to the Third Parties all rights, title and interest, including all intellectual property rights, in any ideas, modifications, enhancements, improvements, inventions, works of authorship or any other suggestions that I or any of my employees or agents propose, create, author or develop relating to that Third Party's Software or the Service, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

Compliance with Law. I represent, warrant, and covenant that I will comply with all applicable laws, rules, regulations, and prevalent industry standards in my use of Third-Party Software, including compliance with applicable requirements under state and federal laws and regulations related to data security and nonpublic personal information, as defined, or used in such applicable law or regulation.

Confidentiality.

- 1) "Third Party Confidential Information" means trade secrets, know-how, data, methods, documents, devices, software code, technology, technical information, as well as business, financial or customer information of a Third Party. Confidential Information will not include any information that I can prove: (i) was publicly known prior to my receipt of the Third-Party Software; or (ii) was entirely and independently developed by me without any use or reference to Third Party Confidential Information.
- 2) I acknowledge that Third Parties own all rights, titles, and interests, including all IP rights, in Third Party Confidential Information. I may use Third Party Confidential Information only in connection with my utilization of the Third-Party Software and UECU's Service, and not for any other purpose. I will protect Third Party Confidential Information from unauthorized use or access.
- 3) I acknowledge that Third Party Confidential Information may still be under development or may be incomplete or may relate to products that are under development or planned for development. NO THIRD PARTY MAKES ANY WARRANTIES REGARDING THE ACCURACY OF ITS CONFIDENTIAL INFORMATION OR ITS USE FOR A PARTICULAR PURPOSE. Neither UECU nor any Third Party grants any license or right to Third Party Confidential Information except for the limited use of such information in connection with this Agreement.

Waiver. You will not be deemed to have waived any of your rights or remedies hereunder unless such waiver is in writing and signed by you. No failure or delay by you in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver by you on one occasion will not be construed as a waiver of any rights or remedies by you on future occasions.

Severability. To the extent permitted by applicable law, if any provision (or portion of a provision) of this Agreement is held to be invalid or otherwise unenforceable, then such provision shall be modified or severed, to the extent possible, to render the provision valid and enforceable, and such severance or modification shall be accomplished in a manner that most nearly preserves the intent of the Agreement. If any provision (or portion of a provision) of this Agreement is severed, modified, or held to be invalid or otherwise unenforceable, such provision shall not affect any other provisions of the Agreement, which shall remain in full force and effect.

Entire Agreement. This Agreement represents the complete and exclusive agreement between you and us

regarding the Service and supersedes and replaces all previous and contemporaneous written or oral agreements and understandings regarding the subject matter hereof.

AU.AOL.0315 - 04182023