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HOME BANKING, BILL PAY, MOBILE BANKING AND MOBILE DEPOSIT CAPTURE DISCLOSURES AND AGREEMENTS

GENERAL TERMS AND CONDITIONS

APPLICABLE TO BOTH HOME BANKING, BILL PAY, MOBILE BANKING AND MOBILE DEPOSIT CAPTURE SERVICES

These Home Banking, Bill Pay, Mobile Banking and Mobile Deposit Capture Disclosures and Agreements as amended from time to time (“Agreement”) set forth the terms and conditions governing the use of Boulder Dam Credit Union’s: A) Home Banking “CU@Home”, Bill Pay “CU@Home Bill Pay” and Mobile Banking service; and B) Mobile Deposit Capture service. Please read these Disclosures and Agreements completely and retain them with your personal records. By using, or allowing another person to use, the CU@Home, CU@Home Bill Pay, Mobile Banking and/or Mobile Deposit Capture services offered by Boulder Dam Credit Union, you are agreeing to be bound by the terms and conditions of these Disclosures and Agreements. In these Disclosures and Agreements, the terms “you” and “your(s)” refer to the Member, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to Boulder Dam Credit Union.

ELECTRONIC DISCLOSURE OF CU@HOME, CU@HOME BILL PAY, MOBILE BANKING AND MOBILE DEPOSIT CAPTURE DISCLOSURES AND AGREEMENTS

By accessing the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services, you acknowledge and accept electronic receipt of the Credit Union’s CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture Disclosure and Agreement. You agree that you have read these Disclosures and Agreement in its entirety and will abide by its terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of these Disclosures and Agreements unless you specifically request it.

FEES

All fees or charges associated with the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services are disclosed in our Fee Schedule, as amended from time to time, a copy of which accompanies these Disclosures and Agreements. At any time, in our discretion, we may add to or modify disclosed fees, subject to any prior notice requirements under applicable law (see Amendments). Your continued use of the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services after the change becomes effective shall constitute your agreement to pay the disclosed fee. You may designate in writing the account from which such fees may be charged; however, you authorize us to charge such fees to any account you maintain with us in the event that a specific account has not been designated by you in writing or if there are insufficient funds in the designated account.

SERVICE AND MAINTENANCE

We may periodically audit the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services and infrastructure. From time to time, the Credit Union may disable the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services without prior notice for scheduled maintenance and upgrades to the system. In the event the Mobile Deposit Capture service is unavailable, you may deposit the original item in person at a Credit Union branch location during regular business hours, at a Credit Union ATM, or by mailing the item to us at P.O. Box 61530, Boulder City, Nevada, 89006. For the CU@Home, CU@Home Bill Pay and Mobile Banking services, you may visit us in-person, call us at 702.293.7777.

OUR RIGHT TO AUDIT

We may periodically audit your individual transactions and use of the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services to verify your compliance with this Agreement. You agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

TERMINATION

You may terminate this Agreement with us at any time. The Credit Union reserves the right to terminate this Agreement and/or your use of the CU@Home, CU@Home Bill Pay, Mobile Banking and Mobile Deposit Capture services at any time with or without cause. We may do so immediately if:

- a) You or any authorized signer on your account breaches this or any other agreement with the Credit Union;
- b) We have reason to believe that there has been or might be an unauthorized use of your account; or
- c) You or any authorized signer on your account requests that we do so.

DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES

We will disclose information to third parties about your account or the transfers you make:

- a) When it is necessary to complete the transaction;
- b) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- c) In order to comply with government agency or court orders or other legal process; or
- d) If you give us your prior oral or written permission.

ADDRESS CHANGE

You are required to keep the Credit Union informed of your current address to insure correct mailing of monthly statements.

ADDITIONAL BENEFIT ENHANCEMENTS

The Credit Union may from time to time offer additional services to you in connection with your accounts. Some services may be at no additional cost to you and others may involve a specified fee. You understand that the Credit Union is not obligated to offer such services and may withdraw or change them at any time.

GOVERNING LAW; ATTORNEYS' FEES

All agreements and disclosures shall be construed in accordance with the laws of the State of Nevada and the provisions of the Nevada Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees incurred while we are enforcing our rights under this Agreement.

RESERVATION OF RIGHTS

Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

OTHER AGREEMENTS

Except as stated otherwise in the Disclosures and Agreements, these Disclosures and Agreements does not alter or amend any of the terms or conditions of any other agreement you may have with the Credit Union.

SEVERABILITY

If any part of these Disclosures and Agreements should be held to be unenforceable, the remaining provisions of these Disclosures and Agreements shall remain in full force and effect.

A. CU@HOME, CU@HOME BILL PAY AND MOBILE BANKING DISCLOSURE AND AGREEMENT

RIGHT TO RECEIVE DOCUMENTATION OF TRANSACTIONS

You will receive a monthly account statement reflecting all of your transactions unless there is no activity in a particular month and in any case you will receive a statement at least quarterly. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 702.293.7777 to find out whether or not the deposit has been made. If the only possible transfers to or from your account are direct deposits or pre-authorized deposits, you will get at least a quarterly statement from us. You can also use our Audio Service service or log into CU@Home Bank or Mobile Banking to confirm that we have received your deposit.

HOW TO NOTIFY THE CREDIT UNION IN THE EVENT OF AN UNAUTHORIZED TRANSACTION

If you believe your PIN or access code has been lost or stolen or someone has transferred or may transfer money from your account without your permission, call us at 702.293.7777 or write us at P.O. Box 61530, Boulder City, Nevada, 89006.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

YOUR LIABILITY FOR LOST, STOLEN OR UNAUTHORIZED TRANSACTIONS INVOLVING YOUR SECURITY OR ACCESS CODE

Tell us AT ONCE if you believe your Security or Access Code has been lost or stolen, or if you believe that an electronic transfer has been made without your permission using information from your check. You could lose all the money in your account (plus your maximum overdraft line of credit if you have one with us). If you tell us within two (2) business days, you can lose no more than \$50 if someone used your Security or Access Code without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Security or Access Code, and we can prove that we could have stopped someone from using your Security or Access Code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you have authorized someone else to use the Security or Access Code, you are responsible for all transactions that person or persons initiates at any time, even if the amount or transactions exceed what you may have authorized.

SECURITY OR ACCESS CODE

You will select a Security or Access Code. This number should be memorized. Your accounts can only be accessed by the use of an access device with the Security or Access Code. If you forget your Security or Access Code, contact the Credit Union to re-set your Security or Access Code.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transaction to or from your accounts on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance, if:

- a) through no fault of ours, you do not have enough money in your account to make the transaction;
- b) the transaction would go over the credit limit on your credit line;
- c) the network system was not working properly and you were aware of the malfunction when you started the transaction;
- d) circumstances beyond our control (such as fire, flood, power failure, or computer down-time) prevented the transactions despite reasonable precautions that we have taken;
- e) the money in your account is subject to an uncollected funds hold, legal process or any other encumbrance or agreement restricting a transaction;
- f) your Security/Access Code has been entered incorrectly;
- g) the payee mishandles or delays a payment sent by our bill payment service provider;
- h) you have not provided our bill payment service provider with the correct names, phone numbers, or account information for those persons or entities to whom you wish to direct payment; or
- i) the failure to complete the transaction is done to protect the integrity of the system or to protect the security of your account.

There may be other exceptions not specifically mentioned above.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by mailing written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least twenty-one (21) days prior notice of the change. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of our services or designated accounts.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

Telephone us at 702.293.7777 or write us at P.O. Box 61530, Boulder City, Nevada, 89006 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- a) Tell us your name and account number (if any).
- b) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10)* business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45)** days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10)* business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

* If you assert an error within thirty (30) days after you make the first deposit to your account, we will have twenty (20) business days instead of ten (10) business days.

**If you give notice of an error within thirty (30) days after you make the first deposit to your account, or notice of an error involving a transaction initiated outside the U.S., its possessions and territories, we will have ninety (90) days instead of forty-five (45) days to investigate.

➔ *Additional Disclosures Applicable to CU@Home Services*

SYSTEM REQUIREMENTS

CU@Home services allow convenient access to your account information 24 hours a day. To use CU@Home you must have a computer, modem, Internet Service, browser, your account number and an Access Code.

TRANSACTIONS AVAILABLE

You may use your CU@Home service to perform the following transactions:

- Obtain account/loan balance information;
- Obtain loan payment due date and payoff information;
- Obtain last dividend, date and amount;
- Obtain clearance of specific checks;
- Transfers funds between your share/savings and share draft/checking accounts;
- Download transaction information to personal financial management software from share/savings and share draft/checking accounts;
- Make loan payments; and
- View electronic statements (e-statements).

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the CU@Home Bank service:

No more than six preauthorized, automatic, online or telephonic transfers made to another account at the Credit Union or to a third party or no more than six transfers or withdrawals made by check, draft, debit card or similar order payable to a third party may be made from each savings account or money market deposit account in any calendar month. If an Account Holder exceeds, or attempts to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer requests, and the Credit Union may reclassify or close the account. Transfers initiated by telephone must be counted among the six monthly transfers, except that there are no limits on the number of withdrawals paid directly to an Account Holder when initiated by mail, telephone or messenger. There are no limits on the number of withdrawals if initiated in person.

➔ *Additional Disclosures Applicable to CU@Home Bill Pay Services*

SYSTEM REQUIREMENTS

To use CU@Home Bill Pay services you must have a computer, modem, Internet Service, browser, your account number and an Access Code.

RIGHT TO STOP PAYMENT OF PREAUTHORIZED TRANSFERS AND RIGHT TO RECEIVE NOTICE OF VARYING AMOUNTS

a) Right to stop payment and procedure for doing so.

If you have told us in advance to make regular payments out of your account, you can also stop any of these payments. Here's how: Call at 702.293.7777 for CU@Home Bill Pay Services or write to us P.O. Box 61530, Boulder City, Nevada, 89006, in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call.

b) Notice of varying amounts.

If these regular payments vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

TRANSACTIONS AVAILABLE

You may use the CU@Home Bill Pay Service to perform the following transactions:

- Add/Edit Merchants: Merchant refers to the entity to which you pay bills. The merchant can be a company, organization, or individual. The Add/Edit Merchant feature allows you to add merchants to, delete merchants from or edit merchant information on your personal list of merchants.
- Make nonrecurring payments from share draft/checking: This feature allows you to schedule one-time payments to merchants. This feature enables you to specify the amount of the payment and the processing date.
- Make recurring payments from share draft/checking: This feature allows you to schedule recurring payments to merchants.
- View History: View History permits you to see payments made over a specified time period.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the CU@Home Bill Pay service:

- The maximum you may withdraw by check is \$10,000 during any 24-hour period;
- The maximum transaction amount is \$10,000 during any 24-hour period;
- Bill payments can only be made from your share draft/checking account;
- Payments cannot be made for tax payments, court-ordered payments or payments to payees outside of the United States;

- If you close the designated bill payment share draft/checking account, all scheduled payments will be stopped;
- You cannot stop a payment if the payment has already been processed; and
- You can schedule payments 24 hours a day, seven days a week, however, the payments will be processed only on business days, excluding Saturday, Sunday, or holidays; and
- Recurring scheduled payments due on a non-business day (Saturday, Sunday, or holiday) will be processed on the preceding business day.

METHODS AND RESTRICTIONS

Payments are made to your payee either electronically via the Automated Clearing House (ACH) or by check or laser draft. The method of payment depends upon the processing method that can be accommodated by the payee or by our bill payment service provider.

It is important that you take into consideration what method of bill payment will be used when scheduling bill payments to ensure payment deadlines are met. If the payee accepts electronic bill payment, the payment may take up to four business days to process. If the payee does not accept electronic bill payment, the payment will be sent in a check form, and may take up to ten business days to process.

MEMBER RESPONSIBILITIES

You are responsible for:

- any late payment, late fees, interest payments, and service fees charged by merchant(s);
- any overdraft, NSF or stop payment fees charged by the Credit Union as a result of these transactions;
- data input of payee information (payment amount(s), name, address and any other pertinent information);
- written notification to the Credit Union in the event you wish to cancel this service; and
- you must allow sufficient time for bill payments to be processed so that the funds can be delivered to the merchant on or before the due date.

➔ *Additional Disclosures Applicable to Mobile Banking Services*

SERVICES

The Mobile Banking service allows you to access your account information through your mobile device. You may access the Mobile Banking service either by mobile application or mobile Web browser. The Mobile Banking service also allows you to request and receive account information and notification via text message.

Complete Terms and Conditions and FAQ for the Mobile Banking service is available online when you register for the service or you may contact the Credit Union for more information.

SYSTEM REQUIREMENTS

To use Mobile Banking, you must have a mobile device with a service plan that includes data, text messaging and Internet access with Secure Socket Layer (SSL) capability and a Mobile Banking service user name and password. Third party fees may apply for data, text messaging and Internet access. Contact your mobile device carrier for additional information.

Access Options

- To access the Mobile Banking service using the mobile browser option, you must have a CU@Home Online service account, have a mobile phone that supports web browsing, have a wireless data plan with your mobile browser service and register for Mobile Banking and select the mobile browser option.
- To access the Mobile Banking service using the application option, you must have a CU@Home Online service account, have a mobile phone that supports downloaded applications, have a wireless data plan with your mobile service carrier and register for Mobile Banking and select the downloadable application option. The Operating System version must be compatible with the latest version of the application, as determined by your device's application store.
- To use the text messaging option, you must have a CU@Home Online service account, have a mobile phone that supports SMS text messaging and short codes and register for Mobile Banking and select the text messaging service option.

TRANSACTIONS AVAILABLE

You may use the Mobile Banking service to perform the following transactions:

- Obtain account balance information;
- Transfer funds between your savings, checking and loan accounts (available only through the mobile browser and mobile application options);
- Receive account alerts, transaction history and notifications via text messaging;
- Review recent account activity; and
- Locate ATM and branch locations.

LIMITATIONS ON TRANSACTIONS

The following are limitations to the use of the Mobile Banking service:

- No more than six preauthorized, automatic, online, or telephone transfers may be made from your Share/Savings account or money market deposit account to another account at the Credit Union or to a third party in any calendar month, and no more than three of these six transfers may be made by check, draft, debit card, or similar order payable to a third party. If you exceed, or attempt to exceed, these transfer limits, the excess transfer requests may be refused or reversed, a fee may be imposed on the excess transfer request, and the Credit Union may reclassify or close your account.

B. MOBILE DEPOSIT CAPTURE DISCLOSURE AND AGREEMENT

WHAT IS MOBILE DEPOSIT CAPTURE?

Mobile Deposit Capture is a service that allows you to deposit a check into your Credit Union account from anywhere with cellular data connectivity by using the Boulder Dam Credit Union Mobile Application and your smart phone or other mobile device to take and send an Electronic Image of the item. It eliminates the need to deliver the paper item to the Credit Union.

SYSTEM REQUIREMENTS

To use Mobile Deposit Capture, you must have a mobile device with an enabled camera and service plan that includes data and Internet access. Third party fees may apply for data and Internet access. Contact your mobile device carrier for additional information. You must also have the Boulder Dam Credit Union Mobile Application installed on your mobile device. The Boulder Dam Credit Union Mobile Application can be downloaded from your device's application store. The Operating System version must be compatible with the latest version of the application.

REQUIREMENTS FOR ELECTRONIC IMAGES

Prior to creating an Electronic Image of a check, you must add the words "For Deposit Only," your Credit Union account number, and your signature endorsement to the back of the check, or as otherwise instructed by the Credit Union.

An "Electronic Image" must contain: (i) a complete, legible and accurate image of the front of the check showing the name of the drawer/ payor, signature(s), the paying bank's pre-printed information, MICR encoded information, the name of the payee and the payment amount information; and (ii) a complete, legible and accurate image of the back of the check showing your signature endorsement.

The following check items are not accepted for deposit through the Mobile Deposit Capture service:

- Items displaying a "non-negotiable" or "void" notation or watermark.
- Items containing an alteration on the front of the check, 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.
- Items dated more than six (6) months prior to the date of deposit.
- Items previously converted to a substitute check or items that are remotely created checks as defined by Federal Reserve Board Regulation CC.
- Items issued by or through a financial institution in a foreign country.
- Items not payable in United States currency.
- Items with incomplete or illegible information.
- Items that are money orders, traveler's checks or savings bonds.
- Items made payable to a third party (i.e., any person or entity other than you).
- Items that are in violation of any federal or state law, rule, or regulation.
- Checks or items prohibited by the Credit Union's current procedures relating to the Mobile Deposit Capture service or are otherwise not acceptable under the terms of your Credit Union account.
- Items with any endorsement on the back other than what is specified in this Agreement.

You agree to follow any and all other procedures and instructions for use of the Mobile Deposit Capture service as the Credit Union may establish from time to time. Failure to do so may result in your transaction(s) not being processed and/or the removal of the Mobile Deposit Capture services.

TRANSACTION LIMITATIONS

The maximum amount you may deposit on any day is \$5,000. We reserve the right to modify this limit from time to time.

PROCESSING ELECTRONIC IMAGES

We will review each Electronic Image received to determine whether it is eligible for processing. If eligible, we will: (a) present the Electronic Image directly or indirectly to the bank on which the original check is drawn or through which the original check is payable ("Paying Bank"); (b) create a substitute check that we will present directly or indirectly to the Paying Bank; or (c) if we are the Paying Bank, present or post the Electronic Image. If we determine for any reason that the Electronic Image is illegible, incomplete, or otherwise ineligible for processing, we will require you to present the original item for deposit. It is your responsibility to retain the original item for a reasonable period of time to ensure that it is properly credited to your account. The Credit Union is not responsible for errors in

Electronic Images that may prevent or delay the deposit of funds into your account. The Credit Union is not responsible for any image that we do not receive for any reason, including transmission interruptions.

All deposits are subject to later verification by us. We may return or refuse to accept all or any part of a deposit to your Account using the Mobile Deposit Capture service at any time and will not be liable for doing so even if such action causes checks or other debits to your Account to be dishonored and returned. You are solely responsible for paying any overdraft or insufficient funds (NSF) fee charged by the Credit Union or any third party as a result of the Credit Union's rejection of any item(s), or for any item(s) returned unpaid.

CUT-OFF TIME AND CREDIT TO YOUR ACCOUNT

Items transmitted using the Mobile Deposit Capture service are not subject to the funds availability requirements of Federal Reserve Board Regulation CC, and therefore longer hold delays may apply to these deposited items. Deposits received before 3:00 p.m. Pacific Time on a business day the Credit Union is open (a "business day" is any day except Saturdays, Sundays and holidays) will be credited to your account on the first (1st) business day after the day we receive your deposit. Deposits received after 3:00 p.m. Pacific Time on a business day the Credit Union is open will be credited on the second (2nd) business day after we receive your deposit. Funds that you deposit using the Mobile Deposit Capture service may not be immediately available to you.

RECORD RETENTION

It is your responsibility to ensure the safekeeping or destruction of the original item after the item has been transmitted. You should securely store each original check(s) for a period of ninety (90) days after you receive confirmation that your deposit has been accepted. Please note that you are solely responsible for the security and storage of the original checks and you are solely liable for any loss or misappropriation of these checks. Original checks that are no longer stored should be disposed of in a secure manner designed to ensure that they cannot be read or recreated.

HOW TO NOTIFY US IN CASE OF ERRORS

If you believe there has been an error with respect to any original check or Electronic Image transmitted to the Credit Union for deposit, call us at 702.293.7777 or write to us at P.O. Box 61530, Boulder City, Nevada 89006. You will be asked to produce the original item and may be asked to complete a written statement in support of your claim.

AMENDMENTS

The Credit Union may change the terms and conditions of this Agreement from time to time by sending written notice to you at your address as it appears on our records. If any change results in greater cost or liability to you or decreases access to your accounts, you will be given at least thirty (30) days prior notice of the change to the extent required by applicable law. Prior notice may not be given where an immediate change in terms or conditions is necessary to maintain the integrity of the system and/or the security of the Mobile Deposit Capture service or designated accounts.

MEMBER WARRANTIES AND INDEMNIFICATION

By using the Mobile Deposit Capture service, you represent and warrant all of the following to be true:

- The item transmitted is a complete, accurate and unaltered item payable to you, that it originated as a paper item, and that you are legally entitled to negotiate it.
- The original check has not and will not be: (i) deposited; (ii) endorsed to a third party; or (iii) otherwise negotiated or submitted for payment, after transmitting the digital image through the Mobile Deposit Capture service.
- No other duplicate images of the original check have been made.
- The electronic image of the check, or any substitute check as defined by federal law, will become the representation of the check for all purposes (except funds availability) including return item processing.
- Any files and images transmitted to the Credit Union will not contain any viruses or any other disabling features that may have an adverse impact on the Credit Union's network, data, or related system.
- You will not attempt to deposit or otherwise negotiate any original check that you have previously presented to us as an Electronic Image through the Mobile Deposit Capture service. You will not attempt to present a duplicate Electronic Image.

You agree to indemnify, defend and hold the Credit Union, its directors, officers, employees, and agents harmless for any losses, liabilities, damages, claims, costs, or expenses (including reasonable fees) arising from its reliance on these representations and warranties, as well as any of the following:

- Any negligent or intentional act or omission by you in the performance of your obligations under this Agreement.
- Calculation or data entry errors made by you.
- Any material breach of this Agreement or violation of any applicable law, statute, or regulation in the performance of your obligations.
- Your failure to securely maintain your hardware, your security credentials, or to securely maintain or dispose of any original check.

This section shall survive the termination of the Mobile Deposit Capture service.



AMERICA'S
CREDIT UNIONS™



American Share Insurance

This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money. Accounts with this institution are not insured by any state government.