



WEST VIRGINIA CENTRAL
FEDERAL
CREDIT UNION

WV Central Federal Credit Union

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MOBILE DEPOSIT USER AGREEMENT

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions for the use of WV Central Federal Credit Union's Mobile Deposit services that WV Central Federal Credit Union ("credit union", "us", "our", or "we") may provide to you ("you," or "User"). Other agreements you have entered into with WV Central Federal Credit Union, as applicable to your WV Central Federal Credit Union account(s), are incorporated by reference and made a part of this Agreement, including the Online Banking Agreement.

1. Services. WV Central 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 WV Central 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, WV Central 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 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 WV Central Federal Credit Union. WV Central 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.

5. Fees. A per deposit item fee will be charged for the Service. You are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. WV Central 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 WV Central Federal Credit Union to deduct such fees from the same account as your mobile deposit.

6. 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 WV Central 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 3 months prior to the date of deposit.
- 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 WV Central Federal Credit Union or any other financial institution.

7. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services as "Your Signature, account #, and Mobile Deposit Only" or as otherwise instructed by WV Central Federal Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as WV Central Federal Credit Union 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 WV Central 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.

9. Availability of Funds. Checks deposited via the Service by the Credit Union's stated 5:00 p.m. EST deadline will be considered deposited on that business day and subject to the Funds Availability disclosure provided during account opening. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available on the first business day after the day of deposit.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from WV Central 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 5 calendar days from the date of the image transmission. After 5 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 WV Central Federal Credit Union.

11. Deposit Limits. Currently, there is a \$2,000.00 check limit with a \$5,000.00 daily 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.

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

13. Errors. You agree to notify WV Central 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 WV Central Federal Credit Union account statement is sent. Unless you notify WV Central 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 WV Central Federal Credit Union 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. WV Central Federal Credit Union 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 WV Central Federal Credit Union using the Services must be legible, as determined in the sole discretion of WV Central Federal Credit Union. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by WV Central Federal Credit Union, 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 WV Central Federal Credit Union that:

- You will only transmit eligible items.
- You will not transmit duplicate items.

- 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.
- You will not deposit or otherwise endorse to a third party the original item (the original check) and no person 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 will be asked to make payment based on an item it has already paid.
- You will not re-deposit or re-present the original item.
- All information you provide to WV Central 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 WV Central Federal Credit Union from any loss for breach of this warranty provision.
- You are authorized to enforce each item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item.

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, 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 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. The software provided by WV Central Federal Credit Union to Customer contains software provided by one or more third parties (Vertifi) under contract with WV Central Federal Credit Union (each a "Third Party").

21. Restrictions. Customer agrees that it will not itself, and will not permit and parent, subsidiary, affiliate, agent of other third party to: (1) 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.

22. Intellectual Property: Financial Institution 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 services, any improvements, translations, modifications or derivatives thereof, and any related documentation provided or made available to Customer, including all intellectual property rights therein. Customer acknowledges 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 Customer any intellectual property rights in the Third Party Software, services, or any related documentation or materials and all rights not expressly granted herein are reserved by Financial Institution and the Third Parties. Customer agrees to assign, and hereby does assign, to the Third Party 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 Customer or any of its employees or agents propose, create, author or develop relating to that Third Party's Software or services, and will take all necessary action, including execution of relevant documents, to perfect such party's ownership thereof.

23. Compliance with Law: Customer represents, warrants, and covenants that it will comply with all applicable laws, rules, regulations and prevalent industry standards in their 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.

23. 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.

24. LIMITATION OF LIABILITY. FINANCIAL INSTITUTION AND EACH THIRD PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE HEREUNDER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES AND ANY SOFTWARE PROVIDED BY OR ON BEHALF OF A THIRD PARTY UNDER THIS AGREEMENT ARE PROVIDED "AS IS." WITHOUT LIMITING THE FOREGOING, EACH THIRD PARTY DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, THAT THE OPERATION OF THE SERVICES OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE FUNCTIONS OR FEATURES OF THE SERVICES OR SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICES OR SOFTWARE WILL OPERATE COMPATIBLY WITH PRODUCTS, SERVICES, HARDWARE OR SOFTWARE USED OR OFFERED BY ANY OTHER PARTY.

IN NO EVENT WILL ANY THIRD PARTY BE LIABLE HEREUNDER FOR AN AMOUNT EXCEEDING THE LESSER OF THE ACTUAL DAMAGES INCURRED BY CUSTOMER OR THE FEES PAID BY CUSTOMER FOR USE OF THE RESPECTIVE THIRD PARTY SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO WHEN THE EVENT GIVING RISE TO THE LIABILITY TOOK PLACE, WHETHER IN CONTRACT, TORT, OR OTHERWISE.

IN NO EVENT WILL A THIRD PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, OR LOSS OF BUSINESS) IN CONNECTION WITH ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INDEMNIFICATION: Customer shall indemnify, defend and hold harmless each Third Party and its respective affiliates, officers, employees, and agents from and against any third party claims, suits, proceedings, actions or demands, including claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to Customer's use of the Third Party Software, unless such claim directly results from an action or omission made by such Third Party in bad faith.

25. CONFIDENTIALITY "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 Customer can prove: (i) was publicly known in the trade or business prior to its receipt of the Third Party Software; or (ii) was entirely and independently developed by the customer without any use or reference to Confidential Information of the other Party.

Customer acknowledges that Third Parties own all rights, titles and interests, including all IP Rights in Third Party Confidential Information. Customer may use Third Party Confidential Information only in connection with its utilization of the Third Party Software and Financial Institution's services, and not for any other purpose. Customer will protect Third Party Confidential Information from unauthorized use or access.

Customer acknowledges 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 WV Central Federal Credit Union 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.

(End-Mobile Deposit User Agreement 4.13.20)