



MOBILE DEPOSIT AGREEMENT

Please read this agreement carefully. Use of Chaffey Federal Credit Union's Mobile Deposit Services indicates your acceptance of and agreement to the terms contained herein.

Thank you for using Chaffey Federal Credit Union's ("Credit Union") Mobile Deposit Services ("RDC" or "Services"). This program is designed to allow you to make deposits remotely, by photographing checks and delivering the images and associated deposit information to the Credit Union or the Credit Union's processor. The Credit Union offers its members RDC Services through the use of our mobile banking app, accessible through qualified mobile devices.

Terms and Conditions

For purposes of this agreement, "we," "us," and "our," refers to Chaffey Federal Credit Union, and the words "you" and "your" mean you, the member and/or any individual authorized to conduct transactions on your account as identified on your account records with us.

By participating in the Services, you agree to the terms and conditions presented here, in addition to any terms and conditions to which you have previously agreed with respect to your Chaffey FCU account agreement, *Deposit Account Agreement and Truth-in-Savings Disclosure*, and the underlying online and mobile banking services of which this Service is a part. In the event any provision in any such account agreements conflict with any provision in this Agreement, the parties agree that this Agreement shall control. The Credit Union at its discretion may modify these Terms and Conditions from time to time without notice or as otherwise provided by law. Continued use of the Service will constitute acceptance of any new or amended Terms and Conditions.

Agreement to and acceptance of the terms of our Mobile Banking Disclosure, incorporated herein by reference, is required for the use of this service.

Notification

In the event that the Credit Union has cause to notify you of a rejected deposit, extended hold, or other matter related to use of this Service, we may use any of the following methods:

- a. Telephone
- b. E-mail
- c. Secure messaging via Home Banking/Mobile Banking

As per the terms of your Account Agreement, you agree to notify us immediately if your telephone number(s), e-mail address and/or mailing address change.

In the event that you have cause to notify the Credit Union of any matter related to the use of this Service, you agree to do so:

In writing:
P.O. Box 700
Upland, CA 91785

By telephone:
(833) 282-1033

By e-mail:
chaffeymail@chaffey.com

Fees

Charges for the use of this service are indicated on our Schedule of Fees available at www.chaffey.com. Our Schedule of Fees is subject to change. **You are responsible for any and all charges imposed by your communications service provider; data rates may apply.**

Limitations of Services

We reserve the right to determine your eligibility for the Service. We reserve the right to change the qualification requirements 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. Your eligibility for this Service will be determined on a frequency no less than weekly.

Qualification criteria include, but are not limited to:

- a. The length of time your account has been open
- b. Returned item/overdraft history
- c. Loan payment status

Eligible items

You agree to scan and deposit only checks as that term is defined in Federal Reserve Board's Regulation CC – Expedited Funds Availability Act ("Reg CC"). You agree that the image of the check transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code.

You agree that you will **not** use the Services to scan and deposit any checks or other items as shown below:

- a. Checks or items originally payable to any person or entity other than you.
- b. Checks or items which contain an additional payee who is not an owner of your account.
- c. Checks or items made payable to a business deposited to a consumer account
- d. Checks or items containing obvious alteration to any of the fields 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 or item is drawn.
- e. Checks or items containing restrictive endorsements.
- f. Checks or items dated more than six months prior to the date of deposit.
- g. Checks or items dated after the date of deposit.
- h. Checks or items previously converted to a substitute check, as defined in Reg CC.
- i. Checks or items that are remotely created checks, as defined in Reg CC.
- j. Checks or items drawn on a financial institution located outside the United States.
- k. Checks or items payable in a foreign currency.
- l. Checks or items drawn on the Chaffey FCU account to which the deposit is being made.
- m. 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 Credit Union account.

Image Quality

The image of an item transmitted to the Credit Union using the Services must be legible and meet image quality standards established from time to time by the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. Items transmitted by you that do not meet the image quality standards may be rejected.

Endorsements and Procedures

You agree to restrictively endorse any item transmitted through the Services as “For deposit only, Chaffey FCU Mobile Banking, Account # _____” or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time.

Receipt of Items

We reserve the right to reject any item transmitted through the Services, at our discretion, without liability to you. You agree that all items received by the credit union are subject to review and approval before crediting your account. You agree the Credit Union may notify you of a rejected item or deposit adjustment using one or more of the methods indicated in the “Notification” section of this document.

You agree that transmitting of checks does not constitute receipt by the Credit Union. 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 the Credit Union that we have received the image.

Further, you agree that acknowledgement of receipt or delivery does not constitute an acknowledgement by the Credit Union that the transmission was error free or complete, or the image quality is sufficient for processing, or the item has been credited to your account (such as when an item exceeds the deposit limits or is otherwise subject to review and approval before crediting your account). In these instances, your deposit may be delayed or rejected. You will be notified of a rejected item or deposit adjustment using one or more of the methods indicated in the “Notification” section of this document.

Availability of Funds

For purposes of determining the availability of funds, your deposits via RDC Services are deemed to be received by the Credit Union at the time the system provides a confirmation that we have received the image. Every day is a business day, except Saturdays, Sundays, and federal holidays. If we receive your RDC deposit before 3:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 3:00 p.m. or on a day we are not open, we may consider that the deposit was made on the next business day we are open.

Funds from your deposit may be held in a manner consistent with the funds availability schedule of the Federal Reserve Board’s Expedited Funds Availability Act and Regulation CC. However, you acknowledge

and agree that checks deposited through the credit union's Mobile Deposit service are not bound by the funds availability schedule of the Federal Reserve Board's Expedited Funds Availability Act and Regulation CC.

Retention and Disposal of Transmitted Items

Upon confirmation from the Credit Union that we have received the image of an item, indicate on the front or back of the item that it has been deposited, and store it in a safe place. You agree to protect original checks from security risks, such as theft, unauthorized use of information from the checks, and representment. We recommend you retain the original item for 14 days. You agree to promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Credit Union's audit purposes. You agree to properly dispose of the item after 14 days. You agree to never represent an item.

You agree to defend, indemnify and hold Chaffey FCU and any third party service provider used to conduct this service from any claims, damages, losses, liability or expenses to which we or our service provider may become subject as a result of an item you deposited via RDC being presented for duplicate payment.

Deposit Limits

We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time. Items presented that exceed these limits will not automatically post to your account and are subject to review and approval before your account is credited. These deposits may be rejected. In such case, we will notify you using one or more of the methods indicated in the "Notification" section of this document.

Credit Union Liability

A downloadable application (app) is required for the use for Chaffey FCU's RDC Service. Use of the app is secure and requires log in authentication. The Service and/or app may not be available at any time for any reason outside of the reasonable control of the Credit Union or our service provider. Delivery and receipt of deposit transactions through the Service may be delayed or impacted by factors pertaining to your Internet service provider, phone carriers, other parties, or because of other reasons outside our control.

You are responsible for understanding the operation and maintenance of your equipment. The Credit Union is not responsible for any errors or failures related to your equipment or for the cost of upgrading your equipment in order to utilize the Service. We are not responsible for any technical difficulties you experience in attempting to use the Service.

We will not be liable for any losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, information and instructions sent through the Service, or for the timeliness, deletion, or failure to store any user data, communications or personalization settings.

Mobile devices with Internet capabilities are susceptible to viruses. It is your responsibility to ensure that your equipment is protected against and free from viruses, worms, Trojan horses, and any other

malware or harmful components which could result in damage to programs, files, phones, or interception of information by a third party. The Credit Union is not responsible for any indirect, special, or consequential damages that may result from harmful hardware or software components on equipment.

We shall not be responsible for any other loss or damage caused by the Service or app. Nor shall we be responsible for any direct, indirect or consequential damages arising from the use or maintenance of the Service or app. The Service and app is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose, warranties of merchantability, or warranties against infringement.

WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR THAT ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

We make no representation that content or use of RDC Service is available for use in locations outside the United States. Accessing from locations outside of the United States is at your own risk.

The Service is provided for your convenience. Acknowledgement of receipt does not replace your account statements, which are the official record of your accounts.

Restrictions on Use

You warrant and agree that you will not use, or authorize the use of, the Service and app for any illegal, fraudulent, unauthorized or improper manner or purpose as determined by applicable laws, rules and regulations. You agree that the Credit Union will not have any liability, responsibility, or culpability whatsoever for any such use by you or any authorized users. You further agree to indemnify and hold the Credit Union harmless from any lawsuits, liability, damages or adverse action of any kind that results directly or indirectly from such illegal use.

You agree that you will not attempt to: (i) access any app or Service for which your use has not been authorized; or (ii) use or attempt to use a third party's account; or (iii) interfere in any manner with the provision of the Service or app, the security of the Service or app, or other Members of the Service or app, or otherwise abuse the Service or app.

The Credit Union and its affiliates and service providers also reserve the right to monitor use of the Service and Software for purposes of verifying compliance with the law, these terms and conditions and any applicable license, but disclaim any obligation to monitor, filter, or edit any content.

We reserve the right to cancel your RDC Service in whole or in part, at any time with or without cause and without prior written notice. We also reserve the right to temporarily suspend RDC Service access in situations deemed appropriate by us, at our sole and absolute discretion, including when we believe a breach of system security has occurred or is being attempted. Cancellation of the RDC Service does not affect your obligations under this Agreement for transactions that have been or will be processed on your behalf.

The Credit Union shall not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by a Credit Union officer. No delay or omission on the part of the Credit

Union in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

In Case of Questions: Please contact us at (909) 986-4552 or (626) 968-9329 or visit chaffey.com.

Federally Insured by NCUA