

RiverWorks Mobile/Merchant Deposit Capture User Agreement

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of RiverWorks Credit Union Check Deposit and/or other remote deposit capture services that RiverWorks Credit Union may provide to you ("you," or "User"). Other agreements you have entered into with RiverWorks Credit Union, including this Disclosure and Agreement, as well as both the your Truth-in-Savings Disclosure and Account Agreements and the Electronic Services to which I have agreed previously, are hereby incorporated into and made a part of this Disclosure and Agreement.

1. Services. Remote deposit capture allows a user to scan checks and transmit the scanned images to the financial institution for deposit. The financial institution in turn transmits the scanned image, ACH data, or a substitute item to the paying financial institution for collection.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after RiverWorks Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further, RiverWorks 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 or send you a text message 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. Fees. Not Applicable.

5. 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 transmitted to RiverWorks Credit Union is converted to an Image Replacement Document for subsequent presentment and collection, it shall thereafter be deemed an "item" within the meaning of 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:

- a) Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- b) 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
- c) Checks payable jointly, unless deposited into an account in the name of all payees.
- d) Checks previously converted to a substitute check, as defined in Reg. CC.

- e) Checks drawn on a financial institution located outside the United States.
- f) Checks that are remotely created checks, as defined in Reg. CC.
- g) Checks not payable in United States currency.
- h) Checks dated more than 6 months prior to the date of deposit.
- i) Checks with any endorsement on the back other than that specified in this agreement.
- j) Checks that have previously been submitted through the Service or through a remote deposit capture service offered at any other financial institution.
- k) Checks or items that are drawn or otherwise issued by the US Treasury Department

6. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Services **as "For mobile deposit only, account # _____"**.

7. 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 RiverWorks 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 any time, 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.

8. Availability of Funds. You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Service is received and accepted before 4:00 pm Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. 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 no later than two business days from the day of deposit. River Works, in its sole discretion, may make such funds available sooner or may extend the hold period beyond two business days based on such factors as credit worthiness, the length and extent of your relationship with us, transaction and experience information, and such other factors as River Works Credit Union, in its sole discretion, deems relevant.

9. Disposal of Transmitted Items. Upon your receipt of a confirmation from RiverWorks Credit Union that we have received an image that you have transmitted, you agree to retain the check for at least 60 calendar days from the date of the image transmission. After 60 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to RiverWorks Credit Union upon request.

For Merchant Deposit Only. You are required to perform the following functions:

- Maintain Deposited Checks in a secure environment.
- Maintain deposited checks for the required period of 60 days
- Maintain a destruction log of deposited checks

10. Deposit Limits. We 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.

There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limit of \$5,000 is not exceeded. RiverWorks Credit Union may change these limits at any time, in its sole discretion.

10. Errors. You agree to notify RiverWorks Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable RiverWorks Credit Union account statement is sent.

11. Image Quality. The image of an item transmitted to RiverWorks Credit Union using the Services must be legible, as determined in the sole discretion of RiverWorks Credit Union. Without limiting the foregoing, the image quality of the item must comply with the requirements established from time to time by RiverWorks Credit Union or any other regulatory agency, clearinghouse or association.

12. Returned Deposits. If a check that you deposit using the Service is returned or charged back on your account it will be deducted in full from your account along with any fees that are incurred due to the check's rejection as described in our fee schedule and Account Agreements. We are not responsible for any losses incurred as a result of deposits returned on your account. A notice will be sent to me of transactions you are unable to process because of returned items.

13. User Warranties and Indemnification. You warrant to RiverWorks Credit Union that:

- a) You will only transmit eligible items.
- b) You will not transmit duplicate items.
- c) You will not re-deposit or re-present the original item.
- d) All information you provide to RiverWorks Credit Union is accurate and true.
- e) You will comply with this Agreement and all applicable rules, laws and regulations.
- f) You are not aware of any factor which may impair the collectability of the item.
- g) You agree to indemnify and hold harmless RIVERWORKS CREDIT UNION from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the RiverWorks Credit Union mobile application, closure of your accounts, or termination of the client relationship.

14. 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.

15. Termination. We may terminate this Agreement at any time and for any reason. 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 other agreements with us.

16. 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.

17. 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 RiverWorks Credit Union has been informed of the possibility thereof.

19. WARRANTIES AND DISCLAIMERS.

MEMBER WARRANTY. MEMBER REPRESENTS AND WARRANTS TO RIVERWORKS CREDIT UNION: (A) MEMBER HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER AND ALL INFORMATION SUPPLIED BY MEMBER TO RIVERWORKS CREDIT UNION IS ACCURATE AND TRUE.; (B) MEMBER WILL PROVIDE ALL REASONABLE ASSISTANCE TO RIVERWORKS CREDIT UNION AND ITS SUBCONTRACTORS IN PROVIDING THE SERVICES SET FORTH HEREIN; (C) MEMBER AND ANY AUTHORIZED USERS WILL ONLY USE THE SERVICES FOR LAWFUL PURPOSES AND IN COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS AND WITH RIVERWORKS CREDIT UNION REASONABLE INSTRUCTIONS, RULES, POLICIES, SPECIFICATIONS, TERMS AND CONDITIONS, AND OPERATING PROCEDURES AND WILL NOT VIOLATE ANY LAW OF ANY COUNTRY OR THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY; (D) MEMBER HAS ONLY TRANSMITTED ACCEPTABLE ITEMS FOR DEPOSIT AND HAS HANDLED THE ORIGINAL ITEMS FOLLOWING TRANSMISSION TO RIVERWORKS CREDIT UNION AS AGREED, DIRECTED BY WITH RIVERWORKS CREDIT UNION AND IN ACCORDANCE WITH APPLICABLE LAW; (E) MEMBER IS A PERSON AUTHORIZED TO ENFORCE EACH ITEM OR IS AUTHORIZED TO OBTAIN PAYMENT OF EACH ITEM ON BEHALF OF A PERSON ENTITLED TO ENFORCE AN ITEM; (F) THE ITEMS HAVE NOT BEEN ALTERED; (G) EACH ITEM BEARS ALL APPLICABLE INDORSEMENTS IN A RESTRICTED FORMAT AS DIRECTED BY RIVERWORKS CREDIT UNION; (1) THE ELECTRONIC IMAGE PORTION OF EACH ITEM ACCURATELY AND LEGIBLY REPRESENTS ALL OF THE INFORMATION ON THE FRONT AND BACK OF THE ORIGINAL CHECK AS OF THE TIME THE ORIGINAL CHECK WAS TRUNCATED, (2) THE INFORMATION PORTION OF THE ITEM CONTAINS A RECORD OF ALL APPLICABLE MICR-LINE INFORMATION REQUIRED FOR A SUBSTITUTE CHECK, AND (3) THE ITEM CONFORMS TO THE TECHNICAL STANDARDS FOR AN ELECTRONIC ITEM AS SPECIFIED BY RIVERWORKS CREDIT UNION FROM TIME TO TIME; (J) MEMBER WILL SUBMIT ONLY ONE ACCURATE AND CLEAR IMAGE OF THE FRONT AND BACK OF EACH ITEM TO RIVERWORKS CREDIT UNION ONLY ONE TIME; (K) MEMBER WILL NOT DEPOSIT THE ORIGINAL ITEM 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; (L) THE AMOUNT OF AN ITEM ENTERED BY MEMBER OR ANY AUTHORIZED USER FOR TRANSMISSION TO RiverWorks Credit Union IS ACCURATE; AND (M) MEMBER AND ANY AUTHORIZED USERS WILL NOT (1) SELL, LEASE, DISTRIBUTE, LICENSE OR SUBLICENSE THE TECHNOLOGY OR SERVICES; (2) MODIFY, CHANGE, ALTER, TRANSLATE, CREATE DERIVATIVE WORKS FROM, REVERSE ENGINEER, DISASSEMBLE OR DECOMPILE THE TECHNOLOGY OR SERVICES IN ANY WAY FOR ANY REASON; (3) PROVIDE, DISCLOSE, DIVULGE OR MAKE AVAILABLE TO, OR PERMIT USE OF THE TECHNOLOGY OR SERVICES BY, ANY THIRD PARTY; (4) COPY OR REPRODUCE ALL OR ANY PART OF THE TECHNOLOGY OR SERVICES; (5) INTERFERE, OR ATTEMPT TO INTERFERE, WITH THE TECHNOLOGY OR SERVICES IN ANY WAY;

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR LOGIX'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.