



## **Credit Union ONE Remote Deposit Service Agreement**

This Agreement (“Agreement”) governs the use of the Credit Union ONE Remote Deposit Service (“Service”), provided by Credit Union ONE (“Credit Union ONE,” “we,” or “us”). By using the Service to make deposits from your home or some other remote location, you (“you,” “your,” or “Member”) agree to the terms of this Agreement. The Service is only available to Members in good standing.

As used in this Agreement, "Account" and "Accounts" mean the basic checking, cash back checking, and savings and money market accounts that are tied to your member identification number. "Account(s)" shall not refer to business accounts, Individual Retirement Account, or any other account receiving favorable tax treatment under state or federal law.

**Eligibility- To be eligible to use the Service, at the time you attempt your deposit, you must:**

- **have an Account established for more than 30 days;**
- **be a member in good standing; be enrolled in Online Banking; and**
- **be 18 years old or older.**

### **Description of Service**

The Service is designed to allow you to make deposits to your Credit Union ONE Accounts by scanning checks (“Checks” as defined herein) and delivering images (“Images”) and associated deposit information (the "Deposit") to Credit Union ONE or its designated processor over the Internet.

### **Account Agreements Incorporated into this Agreement**

The terms and conditions in this Agreement do not replace, but are in addition to, any account agreements you have with Credit Union ONE, including, but not necessarily limited to, your Membership and Account Agreement, Account Card, Truth in Savings Disclosure, Funds Availability Disclosure Credit Union ONE’s Fee Schedule or any accompanying schedules, Credit Union ONE’s Electronic Funds Transfer Agreement, , and any overdraft protection agreement, and any change of terms notices (together the “Account Agreement”).

### **Required Equipment**

In order to use the Service, you will need Internet access, an appropriately enabled mobile device, and you must be registered for Credit Union ONE’s Online Banking.

You understand you must, and hereby agree to, at your sole cost and expense, use hardware and software that meets all technical requirements for the proper delivery of the Service and that fulfills your obligation to obtain, and maintain, secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of Service, including,

but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel. Credit Union ONE is not responsible for, and you hereby release Credit Union ONE from any and all claims or damages resulting from, or related to, any virus or related problems that may be associated with using electronic mail or the Internet. Credit Union ONE is not responsible for, and you hereby release Credit Union ONE from any and all claims or damages resulting from, or related to, defects in or malfunctions of your hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Credit Union ONE hereby advises you, and you hereby agree, to scan your hardware and software on a regular basis using a reliable virus detection product in order to detect and remove computer viruses.

In connection with your use of the Service, you shall only use the hardware described as on Exhibit A attached hereto and by this reference incorporated herein (the "Hardware List"), or such other hardware as is approved in advance by Credit Union ONE and shall only use such software as is approved in advance by Credit Union ONE.

### **Service Limitations**

Credit Union ONE reserves the right, in its sole discretion to change, suspend, or discontinue the Service, or your use of the Service. Credit Union ONE also reserves the right, in its sole discretion, to deny access to an Account or to deny transactions under certain circumstances. We may do so immediately and at any time without prior notice to you. We also reserve the right to change this Agreement at any time. However, if we make a material change to this Agreement or the Service, we will notify you. Your continued use of the Service will constitute your agreement to the new terms. Credit Union ONE also reserves the right, in its sole discretion, to impose limits on the number of Deposits or on the dollar amount of Deposits you may make using the Service.

### **Items Eligible for Deposit; Prohibited Checks**

You agree to scan and deposit only "Check(s)" as that term is defined in Subpart D of Federal Reserve Board Regulation CC, and to the extent applicable, Subpart A ("Reg CC"). You also agree that the image of the Check that is transmitted to Credit Union ONE shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as enacted by the State of Michigan.

You agree that you will not use the Service to deposit any Check(s) or other Item(s) that:

1. are payable to any person or entity other than you, or that include a third-party endorsement;
2. are dated more than 6 months prior to the date of Deposit;

3. are federal, state or local government checks
4. contain obvious alterations on the front of the Check or Item, or which you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, including Checks received via Internet solicitations;
5. were previously converted to a substitute check, as defined in Reg CC;
6. are drawn on financial institutions that are located outside of the United States or that are not payable in US dollars;
7. are a Remotely Created Check, as that term is defined in Reg CC;
8. are not acceptable to Credit Union ONE for remote deposit, including Savings Bonds or mutilated checks;
9. are from a foreign lottery, whether you entered the foreign lottery or not;
10. are from a "work from home" or similar program that you find or finds you on the Internet such as Craig's List, etc.
11. are prohibited by your Credit Union ONE Membership and Account Agreement or are otherwise not acceptable under the terms of your Credit Union ONE Account, or are in violation of any law, rule or regulation. Your Membership and Account Agreement may be found online at [www.cuone.org/about/disclsoures.aspx](http://www.cuone.org/about/disclsoures.aspx)

Checks described above are each a "Prohibited Check" and, collectively, "Prohibited Checks". If you deposit a Prohibited Check, you agree to indemnify and reimburse Credit Union ONE for, and hold Credit Union ONE harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Credit Union ONE may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Credit Union ONE's written consent to do so, you provide Credit Union ONE with an electronic representation of a substitute check for deposit into an Account instead of an original Check, you agree to indemnify and reimburse Credit Union ONE for, and hold Credit Union ONE harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Credit Union ONE incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

### **Deposit/Image Quality**

Each Check transmitted by you to Credit Union ONE shall contain images of the front and the back of the Check(s) scanned and remotely deposited by you. Each Image of each Check shall be

of such quality that the following information can clearly be read and understood by sight review of such Image:

1. the amount of the Check;
2. the payee of the Check;
3. the payee endorsement;
4. the signature of the drawer of the Check;
5. the date of the Check;
6. the Check number;
7. the information identifying the drawer and the paying financial institution that is preprinted on the Check, including the MICR line; and
8. all 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.

Each image shall also meet all standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, or any other regulatory agency, clearing house or association. You shall also capture and transmit to Credit Union ONE the full-field MICR encoding on each Check. In accordance with the procedures, you shall ensure that the following information is captured from the MICR line of each Check:

1. the American Bankers Association routing transit number ("RTN");
2. the number of the account on which the Check is drawn;
3. when encoded, the amount of the Check; and
4. when encoded, the serial number and the process control field of the Check.

### **Endorsements and other Procedures**

You agree to restrictively endorse each item transmitted through the Service by placing the words "for mobile deposit at Credit Union ONE" below your signature. You further agree to follow such other procedures as we may establish from time to time and disclose to you, including without limitation security procedures.

### **Security**

You agree to keep confidential and secure any security procedures that we establish, including your Service password, and to notify us immediately if you have reason to believe that confidentiality or security pertaining to the Service or any Check transmitted through the Service has been or may be breached.

### **Your Treatment of Items after our Receipt**

You shall mark the original Check "VOID" after Credit Union ONE notifies you that the Image corresponding to the Check (the "File") has been accepted. You shall securely store all original Checks for a period of one hundred eighty (180) days after you have received notice from Credit Union ONE that the File containing the Images of such Checks has been accepted (the "Retention Period"). During the Retention Period, you agree that you shall take appropriate security measures to ensure that:

1. only owners of your Account shall have access to original Checks;
2. the information contained on such Checks shall not be disclosed;
3. such Checks will not be duplicated or scanned more than one time; and
4. such Checks will not be deposited or negotiated in any form.

You shall permanently and completely destroy original Checks upon the expiration of the Retention Period applicable to such Checks. If Credit Union ONE specifies the method or methods to be used to destroy the original Checks, you shall use such methods to destroy original Checks after expiration of the Retention Period or deliver the Checks to Credit Union ONE for destruction. You hereby agree to indemnify Credit Union ONE for, and hold Credit Union ONE harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of original Checks by you. You will promptly (but in no event later than 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Credit Union ONE as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. To fulfill your obligations under this Agreement, you shall retain an Image of all Checks deposited for four (4) years after the date the File related to the Check is accepted by Credit Union ONE.

You understand that Images stored on mobile devices may be stored only until the associated Deposit has been successfully transmitted and you have transferred the information to your computer. In the event you are unable to promptly complete a Deposit using a mobile device, you agree to ensure that the mobile device remains securely in our possession until the Deposit has been completed or to delete the associates Images from the device.

### **Credit Union ONE's Receipt of Items**

You agree that you shall be solely liable for, and Credit Union ONE shall not have any liability whatsoever to you for, any File or the Images or other information contained therein that are not received by Credit Union ONE or for any File or the Images or other information contained therein that are intercepted or altered by an unauthorized third party. You agree that Credit Union ONE has no obligation to accept a File and, therefore, may reject any File or the Images or other information contained therein submitted by you. Credit Union ONE has no obligation to notify You of the rejection of a File or the Images or other information contained therein. To confirm the status of a File you may contact Credit Union ONE at any time Credit Union ONE is open for business. Credit Union ONE shall have no liability to you for the rejection of a File or the Images or other information contained therein or for the failure to notify you of such rejection.

Upon receipt of a File submitted by you, Credit Union ONE may examine such File and the Images and other information contained therein to ensure that you have complied with this Agreement and followed the procedures set forth in this Agreement or otherwise provided to you by Credit Union ONE from time to time. If Credit Union ONE determines that you have not complied with this Agreement or followed the procedures, or if errors exist in the Images or other information contained in the File, Credit Union ONE, in its sole discretion, may either reject the File or elect to correct the error and accept and process the corrected File (a "Corrected File"). As a form of correction, Credit Union ONE may credit your Account for the full amount of the Deposit and make any necessary adjustments to the Account to correct the error. Credit Union ONE may, at its option, also perform a risk management analysis of one or more Files submitted by you to detect potentially fraudulent Checks, and, in its sole discretion, Credit Union ONE may reject any such File or the Images or other information contained therein.

If after examination of a File and the Images and other information contained therein, Credit Union ONE determines that you have complied with this Agreement and processed and transmitted the File in accordance herewith and with the procedures, the File is balanced and the Images meet the requirements of this Agreement, then Credit Union ONE shall accept the File (an "Accepted File") for deposit to your Account. Upon acceptance of the File, Credit Union ONE shall electronically notify you of receipt and acceptance of the Accepted File for deposit. Such notification may be made prior to final posting, is subject to correction, and is for informational purposes only and may not be relied upon. To make this notification, Credit Union ONE shall use the most recent e-mail address provided by you to Credit Union ONE, and you agree that you will notify Credit Union ONE immediately of any change in your e-mail address and/or other contact information.

You agree that Credit Union ONE shall have no liability for the content of payment-related information. Notwithstanding the fact that Credit Union ONE has accepted a File for deposit, any credit made to your Account shall be provisional pending final collection from the drawee financial institution, and you shall remain liable to Credit Union ONE for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Credit Union ONE.

You agree that, in the event you are unable to capture, balance, process, produce or transmit a File to Credit Union ONE, or otherwise comply with the terms hereof or to the procedures, for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, you will transport the originals of all Checks to an office of Credit Union ONE and deposit the original Checks with Credit Union ONE. You shall continue to make

deposits in this manner until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Credit Union ONE shall be governed by the terms and conditions of the Account Agreement, but not by the terms of this Agreement. For purposes of this Agreement, only branches owned and operated by the Credit Union ONE shall constitute a valid branch office, and Shared Branching locations are explicitly excluded. You agree that Credit Union ONE may, at its option, decline to accept the deposit of an Item through the Service and require you to present the original Item for deposit and processing.

### **Provisional Credit and Availability of Funds; Presentment**

Upon acceptance of the File, Credit Union ONE shall grant your Account Provisional Credit (as herein defined) for up to the total amount of the Corrected File or the Accepted File, as applicable. As used herein, "Provisional Credit" means that the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Account Agreement. You acknowledge and agree that Checks or Items deposited by use of the Service are **not** governed by the Credit Union's Funds Availability Policy. Rather, the availability of funds will be based on your assigned relationship tier level. Credit Union ONE will assign a daily and monthly limit for the total you may deposit through the Service. We reserve the right to modify such limits and tiers from time to time. For your specific limits and tier please contact the Credit Union at 800-451-4292.

### **Returned Checks.**

If Images of Checks deposited by you are dishonored or otherwise returned unpaid by the drawee financial institution, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, you understand and agree that, since you either maintain the original Check or have destroyed the original Check in accordance with this Agreement, the original Check will not be returned by Credit Union ONE, and Credit Union ONE may charge back an Image of the Check to your Account. You understand and agree that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Credit Union ONE, you agree not to deposit the original Check if an Image or other debit as previously described is charged back to you. Credit Union ONE will assist you in representing such a returned item through the banking system. You retain the right to pursue collection remedies other than through the check collection system and may use the original Check or a substitute check for the purpose of bringing legal action. You may also return the original Check to the drawer upon the drawer honoring the item, such as through a direct cash payment to you.

### **Business Days, and Cut Off Time**

Credit Union ONE will assign a daily and monthly limit for the total you may deposit through the Service.

Every day is a business, except Saturday, Sunday, and Federal Holidays, and on a few days we may close early. As of the date of this Agreement, our daily cutoff time on a business day in which we are open is the close of business that day. All cutoff times are Eastern Time as observed in

Detroit, Michigan, but on a few days it may be earlier. Subject to applicable law, this is subject to change in Credit Union ONE's sole discretion.

For specific current information on deposit limits, business days, and cut off times, please call the credit union at 800-451-4292 or visit any branch location.

## **Errors**

Credit Union ONE has no obligation to detect errors by you or others, even if we take certain actions from time to time to do so. To ensure accuracy, you agree to accurately enter the dollar amount of each deposit according to the legal amount rather than the courtesy amount if they differ. The legal amount is the written amount and the courtesy amount is the digital amount on a Check.

You also agree to notify us of any suspected errors in the Deposit(s) promptly and in no event later than sixty (60) days after the periodic account statement for that Account is sent. Except as may otherwise be required by law, unless you notify us within 60 days, such statement regarding Deposits made through Service will be deemed correct, and you will be prohibited from bringing a claim against us for an alleged error. To notify us of any errors, please contact us at 800-451-4292.

## **User Warranties and Indemnity**

You represent and warrant to Credit Union ONE that:

1. You will only transmit eligible Checks;
2. The original item was a paper Check that you scanned;
3. Each image of a Check transmitted to us is a true and accurate rendition of the front and back of the original Check, without any alteration;
4. The drawer of the Check has no defense against payment of the Check;
5. You are authorized to endorse each Item transmitted or are authorized to obtain payment of each item on behalf of a person entitled to enforce such transmitted item;
6. Images will meet image quality standards;
7. You will not transmit duplicate items;
8. You will not deposit or re-present the original Item or 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 the person has already paid;



9. All information you provide to Credit Union ONE is accurate and true;

10. You will comply with this Agreement and all applicable laws and rules;

11. You will use the Service and any related products for lawful purposes only and in compliance with all applicable laws and regulations;

12. You will only transmit acceptable Items for deposit and that you will have handled the original Items in accordance with applicable laws and regulations, and

You agree to indemnify and hold harmless Credit Union ONE from any loss, cost and expenses (including attorney's fees) for breach of these representations and warranties or of this Agreement.

### **Ownership and License; Termination of Rights**

You agree that you have no ownership interest in the Service and that your use of the Service is subject to your compliance with this Agreement and the procedures. Any breach of this Agreement immediately terminates your rights to use Service. Without limiting the foregoing, you may not use the Service in any way or for any purpose that is contrary to Credit Union ONE's business interests or harmful to Credit Union ONE. In addition, you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or any other feature of the Service, (ii) copy or reproduce all or any part of the technology or the Service; or (iii) interfere, or attempt to interfere, with the technology or the Service.

### **Exclusion of Warranties and Limitation of Liability**

Your use of the Service is at your own risk. The Service and related documentation is provided "as is." We disclaim all warranties of any kind, express or implied, including without limitation warranties of merchantability or fitness for a particular purpose and non-infringement. We make no warranty that the Service (a) will be uninterrupted, timely, secure or error-free; (b) that the results from the Service will be accurate or reliable; and (c) that any errors will be corrected.

You agree that Credit Union ONE will not be liable for any direct, indirect, consequential, special, or exemplary damages, including without limitation, damages for loss of profits, use, data, goodwill or other losses resulting from use or inability to use the Service or the termination of the Service, regardless of the form of action or claim, even if Credit Union ONE has been informed of the possibility thereof.

### **Meeting Your Obligations**

If your use of the Service results in your becoming indebted to Credit Union ONE, you agree to pay what you owe us upon our demand. If you do not do so, you agree to pay reasonable collection costs we incur before taking legal action against you. If we take legal action to collect what you owe, you agree to pay our reasonable attorney's fees and court costs in addition to any other remedy

the court finds proper. We have the right of offset (as explained in the Membership Account Agreement) against any Account in which you or a joint owner may have an ownership right, to remedy any loss or account deficiency as a result of your use of the Service.

### **Assignment**

You may not assign this Agreement to any other party. Credit Union ONE may assign this Agreement to any present or future, directly or indirectly, affiliated company. Credit Union ONE may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

### **Governing Law**

This Agreement shall be governed by the laws of the State of Michigan and by applicable Federal laws and regulations.

By clicking Agree, you hereby agree to the terms and conditions of this Agreement.