

REMOTE DEPOSIT CAPTURE AGREEMENT

This Agreement contains the terms and conditions for the use of Alabama One Credit Union (“Credit Union”, “us,” or “we”) Remote Deposit Capture Services that we or our affiliates may provide to you (“you,” or “User”). Other agreements you have entered into with us, including the Membership & Account Agreement, Electronic Funds Transfer Agreement, Online Banking, e-statement, Bill Pay, and other Disclosures governing your account, are incorporated by reference and made a part of this Agreement.

1. The Remote Deposit Capture Services (“RDC”) is designed to allow you to make deposits to your checking account(s) from your smartphone by taking a picture of the check(s) and delivering the images and associated deposit information to us or our designated processor.

2. Your use of RDC 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 email and may provide a link to the revised Agreement. Your continued use of RDC will indicate your acceptance of the revised Agreement. Further, we reserve the right, in its sole discretion, to change, modify, add, or remove portions from RDCs. Your continued use of RDCs will indicate your acceptance of any such changes.

3. The maximum amount you may deposit on any one day is \$10,000.00 and additional weekly and monthly limits may apply. You may deposit a maximum of 10 checks or items per day and additional weekly and monthly limits may apply. These limits are subject to change. We reserve the right to change, suspend or discontinue RDC, in whole or in part, or your use of RDC, in whole or in part, immediately and at any time without prior notice to you. If we reject your deposit, you agree not to hold us responsible or liable for overdrafts or charges incurred due to rejection of deposit. It is at our sole discretion to reject any deposit.

4. You agree that you will not use RDC to deposit any checks or other items as shown below:

- a. Checks or items payable to any person or entity other than you;
- b. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder;
- c. 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;
- d. Checks or items previously converted to a substitute check, as defined in Reg CC;
- e. Checks or items drawn on a financial institution located outside the United States;
- f. Checks or items that are remotely created checks, as defined in Reg CC;
- g. Checks or items not payable in United States currency;
- h. Checks or items dated more than 6 months prior to the date of deposit; or
- i. Checks or items prohibited by our current procedures relating to RDC or which are otherwise not acceptable under the terms of your account.

5. The image of an item transmitted using RDC must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You understand that the imaged check transmitted to Alabama One Credit Union must accurately and legibly provide, among other things, the following information: 1) The information identifying the drawer and the paying bank that is preprinted on the check including complete and accurate MICR information and the signature(s); 2) 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.

6. You agree to restrictively endorse any item transmitted through RDC with the following: **1) “For Mobile Deposit Only at Alabama One”, 2) Date of Deposit, 3) along with proper endorsement(s)**, or as otherwise instructed by us. You agree to follow any and all other procedures and instructions for use of RDCs as we may establish from time to time. Failure to provide the above mentioned requirements will result in rejection of your deposit.

7. We reserve the right to reject any item transmitted through RDC, 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 us that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. Should we reject a deposit, we will notify you via the online banking mail service. Deposits received before 3:00 pm CST on a business day, and approved, will post to your account on the same day. Exceptions may apply during holidays and/or special and emergency closings. Deposits received after 3:00 pm CST will process on the next business day. Business days are Monday through Friday, excluding Federal holidays and Alabama One Credit Union holidays.

8. You agree that items transmitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using RDC will be available after we receive payment for the funds submitted. We may make such funds available sooner 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 we, in our sole discretion, deem relevant.

9. Upon your receipt of a confirmation that we have received the image of an item, you agree to securely store the item for 60 days. Immediately after 60 days you will mark the item as “Electronically Presented” or “VOID” and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to us as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item.

11. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDC and to modify such limits from time to time.

12. In order to use RDC you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. We are not responsible for any third party software you may need to use RDC. 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.

13. You shall promptly notify us in writing of any error in connection with RDC and any discrepancies between any records maintained by you and any notice you receive from us, and shall provide us with any information we may reasonably request in connection therewith. You agrees that thirty (30) days is a reasonable time for to notify us of errors or discrepancies, unless any other agreements, laws, rules, or regulations provide for a longer period. Unless you notify us within 30 days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim for such alleged error.

14. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Membership & Account Agreement and Disclosures governing your account.

15. If any item deposited through RDC is dishonored, rejected or otherwise returned unpaid, for any reason, including issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check, plus fees, and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You shall not attempt to negotiate an item if it has been charged back to you.

16. YOU AGREE YOUR USE OF RDC 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 RDC, 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 RDC (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM RDC WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN RDC OR TECHNOLOGY WILL BE CORRECTED.

17. 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 RDC 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 ALABAMA ONE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. You warrant that:

- a. You will only transmit eligible items and each is valid and payable.
- b. Images will meet the image quality standards.
- c. You will not transmit duplicate items.
- d. Physical checks will not be presented to any financial institution once these items are presented through RDC.
- e. All information you provide to the Credit Union is accurate and true.
- f. You will comply with this Agreement and all applicable rules, laws and regulations.

You agree to indemnify and hold us harmless from any loss for breach of this warranty provision. You acknowledge and agree to indemnify and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising, directly or indirectly, from your use of RDC. This paragraph shall survive the termination of this Agreement.

19. We will exercise ordinary care in providing RDC and will be responsible for any loss sustained by you only to the extent such loss is caused by our gross or willful misconduct. In no event shall clerical errors or mistakes in judgments constitute failure to exercise ordinary care.