

REMOTE DEPOSIT AGREEMENT

This Remote Deposit agreement contains the terms and conditions for the use of Remote Deposit ("Service") and/or other remote deposit capture services that Skyward Credit Union ("Skyward", "us" or "we") may provide to you ("member", "you", "User"). This agreement works in conjunction with all other agreements you have entered into with Skyward, including the Membership Agreement governing your account, are incorporated by reference and made part of this agreement.

- A. **Services.** The Service is designed to allow you to make check deposits to your savings or checking accounts from remote locations by using the Skyward Mobile app and taking a picture with the mobile device.
- B. **Fees.** There is currently no charge for this Service. All other fees related to deposit accounts apply. The Fee Disclosures will be updated, and members provided 30 days' notice should a fee be instituted in the future. Your continued use of the Service will indicate your acceptance of any such change to the fee charged for the Service.
- C. **Acceptance of These Terms.** Your use of the Service constitutes your acceptance of this agreement. This agreement is subject to change by Skyward from time to time. We will notify you of any material change via email or on our website by providing a link to the revised agreement. Your continued use of the service will indicate your acceptance of the revised agreement. Further, Skyward reserves the right in its sole discretion to change, modify, add or remove portions of the Service. Your continued use of the service will indicate your acceptance of any such changes to the service. Skyward reserves the right to terminate this agreement without notice at any time.
- D. **Eligibility and Qualification Requirement:** To qualify for this Service, you must meet eligibility criteria as dictated by Skyward.
- E. **Limitations of Service.** When using the service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning check acceptance, etc). We are not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend, or discontinue the service, in whole or in part, immediately and at any time without prior notice to you. In the event the service is not available to you, you acknowledge that you can deposit your check at a branch office, or by mail.
- F. **Endorsement.** You agree to restrictively endorse any item transmitted through the service as "For deposit only, Skyward account # _____" or as otherwise instructed by Skyward.
- G. **Eligible items.** You agree to scan and deposit only checks defined in Federal Reserve Regulation CC ("REG CC"). You agree that you will not use the Service to scan and deposit any checks or other items as shown below:
 - a. Checks drawn on your own account at Skyward
 - b. Checks or items initially payable to any person or entity other than you
 - 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 of 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
 - i. Checks or items prohibited by Skyward's current procedures relating to the service or which are otherwise not acceptable under the terms of your Skyward account.
 - j. Checks payable to more than one party
 - k. Checks issued from insurance claims

- I. Checks requiring a lien holder endorsement
 - m. U.S. Savings Bonds
 - n. Post dated checks
 - o. IRA and Share Certificates
 - p. Starter or counter checks
 - q. Amex Gift Cheques
 - r. Cash
- H. Image Quality: The image of an item transmitted to Skyward using the Service must be legible. The service allows for the electronic transmission of items only (i.e. scanned and transmitted via a secure online banking session). The image quality of the item must comply with the requirements established by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
- I. Receipt of Items: We reserve the right to reject any item transmitted through the service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are not transmitted completely. An image of an item shall be deemed received when we transmit a confirmation to you that we received the image. Receipt of such confirmation does not mean that the transmission was accepted. If an item is not accepted, Skyward will send a notice by the end of the next business day. Notice will be sent via email. It is your responsibility to ensure Skyward has a current email address on file for you.
- J. Availability of Funds: Availability of funds can be found in the Deposit Account Terms. Your continued use of the Service will indicate your acceptance of any changes to the Funds Availability in the Deposit Account Terms.
- K. Disposal of Transmitted Items. Upon your receipt of a confirmation for Skyward that we have received the image of an item you agree to prominently mark the item as "Electronically Presented" or "Void" and you agree never to represent the item. You shall retain the original of all imaged items that have been deposited via the service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 90 days from the date processed and shall properly destroy and dispose of such original checks after such time.
- L. Deposit Limits: Deposit limits can be found in the Rates and Fees Schedule. Your continued use of the Service will indicate your acceptance of any changes to the Rates and Fees Schedule.
- M. Responsibility for Imaging: You are solely responsible for Imaging deposit items, accessing the service from Skyward and for maintaining your own imaging equipment. Not all imaging equipment will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the service. Skyward is not responsible for providing or servicing any equipment for you.
- N. Errors. You agree to notify Skyward of any suspected errors regarding items deposited through the service immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify Skyward within 60 days such statement regarding all deposits made through this service shall be deemed correct, and you are prohibited from bringing a claim against Skyward for such alleged error.
- O. Security Requirements: To prevent unauthorized usage of the service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the service.
- P. Termination. Skyward may immediately suspend or terminate Member's access to the service in the event that Skyward reasonably determines such suspension or termination is necessary in order to protect the service or Skyward from harm or compromise of integrity, security, reputation, or operation

- Q. User Warranties and Indemnification. You warrant Skyward that;
- a. You will only transmit eligible items
 - b. Images will meet the image quality standard
 - c. You will not transmit duplicate items
 - d. You will not deposit or represent the original item once it has been scanned and sent through this service unless specifically requested to do so by Skyward.
 - e. All information you provide to Skyward is accurate and true.
 - f. You will comply with the agreement and all applicable rules, laws and regulations.
 - g. Items you transmit do not contain viruses.
 - h. You agree to indemnify and hold Skyward from any loss or breach of this warranty provision.