

## Coast Central Credit Union - Mobile Deposit: Account Disclosures & Agreement

Thank you for choosing Coast Central Credit Union ("CCCU®") Mobile Deposit ("Service") which allows you to make check deposits to your account remotely. This CCCU Mobile Deposit Agreement ("Agreement") along with the terms presented in the "Important Account Information for Our Members" document, contain the terms and conditions for use of the Service. Please review this Agreement carefully and retain a copy for your records.

1. Description of Service. CCCU Mobile Deposit ("Service") allows you, the accountholder user ("You" or "Your"), to make deposits to your savings, checking, loans and VISA accounts remotely by transmitting images of paper checks with your recognized web-enabled device to CCCU or CCCU's designated processor. This Service is intended for consumer accounts for the sole benefit of the accountholder(s).

2. Getting Started. To sign up for the Service, you must be able to download the CCCU Mobile Deposit application to your web-enabled device that has a camera or similar imaging equipment. For a list of approved devices as well as hardware and software criteria, visit our website at [coastccu.org/support/mobile](http://coastccu.org/support/mobile). You are responsible for installing and activating any updates made available by CCCU within seven (7) calendar days.

3. Eligible Checks, Quantity and Image Quality. An "imaged item" is defined as a digitized image of a paper check that is created by you. The imaged item transmitted to CCCU through the Service must be legible; must be drawn from a United States ("U.S.") financial institution in U.S. currency; must be payable to you or your joint accountholder (if applicable). Two-party checks are not accepted, through this service. All checks must be new items (not yet presented for payment through any channel) and must contain all of the elements of a legal U.S. check to be an eligible item. A "U.S. check" is a written order instructing a U.S. financial institution to pay upon its presentation to the person designated in it, or to the person possessing it, a certain sum of U.S. money from the account of the person who wrote it. A check must list a payee, the date, the amount, identify the U.S. financial institution where the check can be paid and contain an authorized signature to be valid.

"Drafts" (an order for payment drawn on anyone, including a bank, a person or a trading account with a company), bonds, checks drawn on non-U.S. financial institutions, checks drawn in non-U.S. currency and other items may not be processed through the Service. You may not deposit more than your assigned daily limit, through this Service. CCCU reserves the right to change or impose additional restrictions on the number of items or the total value of items deposited through the Service. CCCU must comply with image quality guidelines established by ANSI, the Federal Reserve Board and other regulatory agencies and clearing houses. Accordingly, certain items may not be processed through this Service and will require that you take the checks to a CCCU member service branch or ATM for deposit. CCCU reserves the right to reject any item transmitted

through the Service, at CCCU's sole discretion. CCCU is not responsible for items not received or for images not fully transmitted or that do not meet the standards of eligible checks or image quality.

4. Funds Availability. Items transmitted through this Service are not subject to the funds availability requirements within Federal Regulation CC or the availability policy described in your CCCU account agreement entitled "Important Account Information for Our Members". Provisional credit for funds deposited through the Service are generally made available within by the first business day after the deposit; however, holds may be placed on the funds for a longer period. During such a hold, the funds will show in your account balance and will be eligible to earn dividends if the account pays dividends; however, the funds will not be available to pay checks written, make bill payments, or pay other debits against the account. We will notify you if funds will be held for more than two (2) business days. Imaged items received on any business day during branch office hours up until 2 p.m. PST are considered deposited on that day. Items deposited after 2 p.m. PST on a weekday; or on a Saturday or Sunday, or on any state or federal holiday, are considered deposited the next business day.

5. Check Retention, Storage and Destruction. You agree to retain each original paper check submitted for deposit through this Service for a minimum of seven (7) days and/or until you have been notified that the item has been accepted for deposit and the confirmed deposit appears in your account records. If the check was rejected for any reason, you may NOT re-present the item for payment through the Service, but instead, you must take it to any of our convenient member service branch locations for deposit. During the confirmation period, you must store the original paper check in a safe and secure location. You agree to promptly provide any original item upon request.

After a successful deposit, when you are ready to destroy the original item, you must write "VOID" across the item and shred or otherwise destroy the item to ensure that all personal information is no longer legible and the item it is not able to be presented for payment again.

6. Check Processing. You agree that CCCU has sole discretion regarding the timing of check processing and the order items are presented for payment and collected as allowed by law.

7. Fees. For information regarding fees for the Service as well as fees relating to check processing, refer to the Schedule of Service Fees. For example, if a check you deposit is returned unpaid, you may be subject to a fee and your account will be debited for the check amount in addition to any other fees that may apply. Because checks negotiated through the Service are not subject to Regulation CC, CCCU reserves the right to charge your account for returned items without regard to whether or not the check was returned in a timely manner or whether there is any other claim or defense that the item was improperly returned, is altered or has a fraudulent endorsement. Message and data rates may apply.

8. Errors and Unauthorized Use. You agree to carefully monitor your account, including examination of your periodic statement, and notify

CCCU of any suspected errors relating to deposited items, or the Service in general, as soon as reasonably possible. If you do not notify us within sixty (60) days after your statement is made available to you, all transactions identified on that statement will be deemed accurate and correct.

9. Hardware and Software Requirements, Software License and Security. All hardware and software required to support the Service application shall be maintained by you. CCCU is not responsible for any third party hardware, software or services you need to use the Service or any third party costs or fees. Any such hardware, software or services are subject to the terms and conditions of any agreement between you and that third party.

Any software license required to implement the Service on your mobile device is made directly with the software provider. CCCU may provide some support related to the Service software, but the software provider is ultimately solely responsible for any issues concerning the software. You agree to safeguard confidential information, passwords, check images and equipment related to use of this Service.

10. Protecting Your Device Against Unauthorized Use. For your protection, you are strongly encouraged to set a password on your mobile device to protect against unauthorized use.

11. Protecting Your Photos Against Inadvertent Posting Online. For your protection, you are strongly encouraged to disable any "synchronization" features on your mobile device that may upload photos to cloud or network storage services, or to social media services such as Facebook or Google+. This service uses the camera function of the mobile device, and for your protection we recommend you disable any features that would automatically or silently upload your photos without your knowledge and consent.

12. Termination, Limitations and Change in Terms. If the Service is terminated, either by CCCU or by you, you agree to delete or uninstall the Service from your device. Generally, if you have an account in good standing, you are eligible for this Service. CCCU reserves the right to change the eligibility criteria for this Service at any time without prior notice. CCCU reserves the right to change, suspend or discontinue the Service at any time without prior notice to you. Termination will not affect any obligations arising prior to the termination. CCCU and CCCU's service providers are not responsible for technical or other difficulties or any resulting damages that may occur when using the Service. These unexpected interruptions may delay access to the Service, result in loss of data, loss of personalization settings or other issues. CCCU is not responsible for service interruptions related to internet connectivity. You understand that under related laws, such as the Uniform Commercial Code, claims may be made regarding negotiated items for several years following processing. CCCU may add, delete or make changes to the Service at any time. We will notify you if CCCU deems it is reasonably practical, if the changes adversely affect your usage or as required by law. Use of the Service after such a change indicates your acceptance of those changes.

13. Warranties.

\* You agree not to engage in any activity related to the Service which is fraudulent or illegal.

\* You agree not to allow any person(s) not listed as accountholders to access or use this Service.

\* You agree only to transmit eligible items as described in section 3.

\* You understand images must meet image quality standards to be processed.

\* You agree not to transmit items made payable to third parties, checks drawn from the account where they are being deposited, reconverted substitute checks, duplicate items and that you will not re-present an original item.

\* You are to use the Service and related software solely for the purposes outlined in this Agreement.

\* All information you provide to CCCU will be true and accurate.

\* By using the Service you agree to comply with this Agreement and all applicable rules, laws and regulations as they apply to this Service.

14. CCCU's Liability. CCCU will correct any of its errors or omissions by reprocessing or reprinting any applicable items. CCCU has no additional liability for errors or omissions. CCCU's aggregate liability is limited to the amount of fees paid to CCCU in connection with this Service.

15. Indemnification. You agree to hold harmless CCCU, its directors, officers and employees against any third party lawsuits, claims, demands, causes of action, damages, expenses (including attorney's fees and other legal expenses), liabilities and other losses resulting from: misuse of the Service; your wrongful acts or omissions; breach of this Agreement; your negligence or willful misconduct or that of another person acting on your behalf; any fine or sanction imposed on CCCU by any clearing house or governmental agency in connection with the Service; action by a third party that interfere with the Service, such as a computer virus which affects performance of the Service; any loss or corruption of data transferred in connection with the Service; or any claim relating to a loss due to the receipt of a substitute check instead of the original check.

16. Relationship of the Parties. Nothing in this Agreement creates a joint venture, partnership, principal agent or mutual agency relationship between the parties. No party has any legal right under this Agreement to create any obligation, expressed or implied, on behalf of the other party.

17. Governing Law and Attorney's Fees. This Agreement shall be governed by the laws of the State of California. If any action is brought to interpret or enforce this Agreement, the prevailing party shall be entitled to a reasonable award of attorney's fees and costs.

18. Assignment and Enforceability. You may not assign this Agreement. If any provision of this Agreement is determined to be unenforceable or invalid, then all other provisions shall remain valid and enforceable.

19. Force Majeure. CCCU is not liable for any delay or failure to act if such a delay or inaction is caused by legal constraint, interruption of transmission or communications, equipment failure, natural disaster, war, emergency conditions or other conditions beyond CCCU's control.

20. Headings. The titles and headers used in this Agreement are for convenience only and will not be used to construe or interpret any provision of this Agreement.

21. Conflicting Terms. In the event the terms of this Agreement conflict with any other agreement or disclosure, the terms of this Agreement shall control.