

EFCU Financial Mobile Deposit

General Terms and Conditions Agreement

By using EFCU Financial's Mobile Deposit service you are agreeing to the terms and conditions outlined below. Please read these disclosures carefully. In addition to this Agreement, the use of Mobile Deposit services is governed by your Account Agreements and Disclosures, the Internet Banking Services Agreement, and any other agreement between you and EFCU Financial.

Service

This service is designed to allow you to make deposits to your checking or savings accounts from a mobile device by using that device to take pictures of checks and delivering the images to EFCU Financial. Please refer to our Schedule of Fees for applicable fees associated with this service. Carrier fees for texting and data may apply.

Your use of the Mobile Deposit Capture service constitutes your acceptance of this Agreement. We will notify you of any material changes to this Agreement or to the service, via e-mail, by posting the information on our website where you access your accounts, through our online banking or our online account opening site. Your continued use of the service will indicate your acceptance to the revised Agreement and/or service changes.

EFCU Financial assumes no responsibility for any technical or other difficulties or any resulting damages or fees you may incur with using the Mobile Deposit Capture service. EFCU Financial also reserves the right to change, suspend or discontinue the service, in whole or in part, immediately and without prior notice to you.

You are responsible for any expense associated with these requirements and EFCU Financial will not be responsible for any third party software you may need to use the service. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement that you enter into directly with the third party software provider. You authorize EFCU Financial to debit the amount of any returned item that you transmit to us from your account in the event the item is dishonored.

You agree that you will promptly notify EFCU Financial of any errors relative to items deposited through Mobile Deposit Capture. EFCU Financial must hear from you no later than 60 days after the applicable account statement has been mailed, or electronically made available to you. After 60 days has transpired, EFCU Financial will deem all deposits as correct and you will not be able to bring a claim against EFCU Financial for the alleged error.

The manner in which items clear, presented and collected is at the sole discretion of EFCU Financial and subject to your Membership and Account Agreement that governs your account.

You also agree that your use of the service, as well as all information and content, is at your risk and is provided on an "as is" and "as available" basis. EFCU Financial disclaims all warranties, either express or implied, of any kind as to the use of the service and we make no warranty that the service will meet your requirements, will be uninterrupted, timely, secure, error free, that the results that may be obtained will be accurate or reliable and that any errors in the service or technology will be corrected.

EFCU Financial will not be liable for any direct, indirect, incidental, consequential or exemplary damages resulting from the use or inability to use Mobile Deposit Capture either by your or any third party arising from the inability to use, or the termination of the use of the service. You may not assign this Agreement.

Submission Requirements

You agree to photograph and deposit only checks as defined by Regulation CC (Reg CC). You further agree the image of the check transmitted to EFCU Financial is an item as defined in Article 4 of the Uniform Commercial Code. For a successful transaction, you must confirm that the following things are present: Current or recent date; written dollar amount; payable to name; signature of payer; Magnetic Ink Character Recognition (MICR) information to include the routing number, account number, and check number; and your signatory

endorsement on the back of the check which includes **"For mobile deposit only, EFCU Financial account #(insert your EFCU Financial account #)"**. The quality of the image will play an essential part in whether or not your check image will be accepted by EFCU Financial.

You understand that the image of the item sent to EFCU Financial must be legible. The image quality must comply with the requirements established by the Federal Reserve Board, any regulatory agency, clearing house or association. You agree that you will endorse any item transmitted to EFCU Financial as follows: **"For mobile deposit only, EFCU Financial account #(insert your EFCU Financial account #)"** unless otherwise instructed by EFCU Financial. We reserve the right to reject any items transmitted through the service and EFCU Financial is not responsible for any item we do not receive or that is dropped during transmission. You agree to retain each check that you transmit to EFCU Financial for at least ninety (90) calendar days from the date of the image transmission. You agree not to re-present or deposit the original paper item once you have submitted the original "imaged" item via Mobile Deposit Capture. After the 90-day period, you agree to destroy the item, mark it "REMITTED", or otherwise render it incapable of further transmission, deposit, or presentment. You agree that you will take all necessary efforts to safeguard any checks until the checks are destroyed. During the time the retained check is available, you agree to promptly provide to EFCU Financial upon request, any retained item or a legible copy of the front and back of the item to facilitate in clearing and collection and to resolve claims by third parties or for our audit purposes.

Funds Availability

You understand and agree that items transmitted utilizing Mobile Deposit Capture will not be subject to the funds availability requirements of Regulation CC. Funds deposited using the Mobile Deposit Capture service will be available after EFCU Financial receives payment for the item, however, EFCU Financial may choose to make the funds available to you earlier. EFCU Financial reserves the right to impose limits on the amounts and number of deposits that you may transmit and may periodically change these limits. You understand that in order to utilize the Mobile Deposit Capture service you must obtain, and maintain, compatible hardware and/or software as specified by EFCU Financial.

You agree that you will not use the Mobile Deposit Capture service to photograph and deposit any checks or other items that are payable to any other person or entity other than you; checks or items drawn on 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 owner; checks payable to more than one payee jointly, unless the check is being deposited into an account in the name of all payees listed on the check; checks or items that contain alteration to any of the fields on the front or back of the check or item, or which you should know or suspect are fraudulent or otherwise not authorized by the account owner on which the check or item is drawn; checks or items previously converted to a substitute check or that are remotely created checks as defined in Regulation CC; checks or items drawn on a financial institution located outside the United States, checks or items that are not payable in United States currency; checks or items that are dated more than 6 months prior to the date of the deposit; checks requiring special processing; checks with endorsements other than **"For mobile deposit only, EFCU Financial account #(insert your EFCU Financial account #)"**; U.S. Treasury checks and any checks or items prohibited by EFCU Financial's current procedures relating to Mobile Deposit Capture or which are otherwise not acceptable under the terms of your account.