

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING

NOTE: All deposit must contain "GCU E-deposit" on the back of the check with the endorsement.

NOTE: Limit per check of \$8500.00 and a total daily limit of \$5000.00.

This Mobile Check Deposit User Agreement ("Agreement") contains the terms and conditions for the use of Greenwood Credit Union (GCU) Mobile Check Deposit and/or other mobile deposit capture services that GCU or its affiliates ("GCU", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with GCU, including the Member Agreement as applicable to your GCU account(s), are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings and money market accounts, from home or other mobile locations, by capturing check images and delivering the images and associated deposit information to GCU or GCU's designated processor.
2. **Acceptance of these Terms.** Your use of the Services 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 e-mail, text message, in writing or on our website(s) by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after GCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Further GCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.
3. **Limitations of Service.** When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or any other methods available, to notify you of these interruptions in Service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.
4. **Eligibility.** You must meet our eligibility requirements in order to use the Mobile Deposit Service. These eligibility requirements include being a GCU Online Banking user who has had a GCU checking, savings or money market account in good standing. We may change the eligibility requirements from time to time at our sole discretion. You can find information about our current eligibility requirements through the Frequently Asked Questions for Mobile Deposit available on our website at: GCU web link <http://greenwoodcu.org/frequently-asked-questions.html>.
5. **Eligible Checks and Items.** You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg CC") and only those checks that are permissible under this Agreement or such other items as we, in our sole discretion, elect to include under the Service. You authorize us to process any image that you send us or convert any image to an Image Replacement Document for subsequent presentment and collection; it shall thereafter be deemed an "item" within the meaning of Articles 3 and 4 of the applicable Uniform Commercial Code. You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:
 - Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into (commonly called two party checks).

- Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
- Checks or items prohibited by GCU's current procedures relating to the Services or which are otherwise not acceptable under the terms of your GCU account.
- Checks payable on sight or payable through drafts, as defined in Reg. CC.
- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a mobile deposit capture service offered at any other financial institution.
- Checks that have previously been deposited at by other methods at GCU or any other financial institution.
- Checks or items on which a stop payment order has been issued or for which there are insufficient funds.
- Insurance drafts.
- Credit card cash advance checks.
- Money Orders.
- Checks made payable to cash.

6. Endorsements and Procedures. Before transmission, you agree to endorse the check by the payee and include a restrictive endorsement of "GCU E-Deposit Only", on all checks transmitted through the Service, or as otherwise instructed by GCU. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.

7. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. If you attempt to initiate a deposit in excess of these limits, we may reject your deposit. If we permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and we will not be obligated to allow such a deposit at other times. Our current limits are as follows.

- The per deposit limit is \$2500.00 and the daily dollar limit for deposits is \$5000.00

There is no daily or monthly statement cycle limit on the number of items, as long as the respective dollar limits are not exceeded. GCU may change these limits at any time, in its sole discretion.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, 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 see the item marked as accepted in the mobile banking app. Receipt of such confirmation does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time; any item that we subsequently determine was not an eligible item, along with any applicable fee (see GCU fee schedule). You agree that the Bank is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

9. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in GCU's sole discretion subject to the Member Agreement governing your account.

10. User Warranties and Indemnification. You warrant to GCU that:

- All information you provide to GCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You will not redeposit or otherwise transfer or negotiate the original Item.
- You agree to indemnify and hold harmless GCU from any loss for breach of this warranty provision.

Any breach of the above warranties may result in cancellation of the Service for your specific profile in the GCU mobile application, closure of your accounts, or termination of the client relationship.

11. Image Quality. You are responsible for the image quality of any check or item that you transmit. The image of a check or item transmitted to GCU using the Service must be legible. The image quality of the checks and items must comply with the standards established from time to time by any clearing house we use, agreement we have with respect to processing checks or items, or any higher standard set by us. You agree that we shall not be liable for any damages resulting from a check or item's poor image quality, including those related to rejection of or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or item.

12. Availability of Funds.. In general, if an image of an item you transmit through the Service is received and accepted before 2:30 pm Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the Services will generally be made available no later than two business days from the day of deposit. Business days are Monday through Friday, excluding Saturdays, Sundays and Holidays. GCU, in its sole discretion, may make such funds available sooner or may extend the hold period beyond two business days 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 GCU, in its sole discretion, deems relevant.

13. Disposal of Transmitted Items. Upon your receipt of a confirmation from GCU that we have received an image that you have transmitted, you agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, you agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to GCU upon request.

14. Errors. You agree to notify GCU of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable GCU account statement is sent. Unless you notify GCU within 30 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against GCU for such alleged error.

15. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. GCU bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

16. Reporting Unauthorized Transactions. If you believe someone may attempt to use or has used the Services without your permission, or that any other unauthorized use or security breach has occurred, call us **immediately** at (401) 739-4600 or write to us at Greenwood Credit Union, 2669 Post Road, Warwick RI 02886. Telephoning is the best way to minimize your losses for any error or unauthorized transaction.

17. Customer Service. If you have any questions about the mobile deposit service, you may email info@greenwoodcu.org.

18. Termination.

- If your account with GCU is terminated by us for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Services, (c) that the license provided under this Agreement shall end, and (d) that we shall not be liable to you or any third party for termination of access to the Services.
- We may terminate this Agreement at any time for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by us. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of any agreement you entered into with us
- You may terminate this Agreement by requesting that we terminate your Online Banking access, or discontinued use of mobile deposit capture, or closing your account with GCU

19. Hardware and Software. To use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by GCU from time to time. GCU is not responsible for any third party software you may need to use the Services. 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.

20. Wireless Carrier Charges. You are responsible for any data and messaging fees or other charges that your wireless carrier may charge for any data or message services used in connection with your use of the Services. We do not charge you to access your account information using the Services; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access, data and messaging plans. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. Your wireless provider may impose limitations on your Internet access and text messages that are outside of our control. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.

21. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited through the Service in your possession and your records relating to such items and transmissions.

22. License. You agree that GCU retains all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the Services. Subject to the terms and conditions of this Agreement, you are hereby granted a personal, nonexclusive, nontransferable license to use the Software (in machine readable object code form only) in accordance with the terms of this Agreement and for the sole purpose of enabling you to use and enjoy the benefits of your financial institution's services made available via the Software. This is not a sale of the Software. All rights not expressly granted to you by this Agreement are hereby reserved by the Licensor. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This license may be terminated at any time, for any reason or no reason, by you or the Licensor. Upon termination, you agree to immediately destroy all copies of any Software which had been downloaded to your mobile device or otherwise in your possession or control.

23. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright

- 24. Disclaimer of warranties.** You agree your use of the services 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 the services, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the services (i) will meet your requirements, (ii) will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the service will be accurate or reliable, and (iv) any errors in the services or technology will be corrected.
- 25. Limitations of Liability.** 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 the services 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 GCU has been informed of the possibility thereof. We, including our affiliates and agents, are not responsible for any loss, damage or injury or for any direct, indirect, special, incidental, punitive, exemplary, or consequential damages, arising from or related to the app software, and/or the installation or maintenance thereof, access to or use of the service, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, or incompatibility of computer hardware or app software, failure or unavailability of internet access, problems with internet service providers, problems or delays with intermediate computer or communications networks or facilities, problems with data transmission facilities or any other problems you experience due to causes beyond our control, except as otherwise expressly provided in any applicable agreement or under applicable law, you understand and agree that your use of the service is at your sole risk. You acknowledge that we make no warranty that the service will be uninterrupted, timely, secure, free from defects or viruses, or error-free. To the fullest extent permitted by law, we, including our affiliates and agents, disclaim all representations, warranties and conditions of any kind (express, implied, statutory or otherwise, including but not limited to the warranties of merchantability and fitness for a particular purpose, title, and non-infringement of proprietary rights) as to the service and all information services and other content (including third party information, products and content) included in or accessible through the service.
- 26. Indemnification.** Except as otherwise provided under applicable law, you agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Services and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of the Services and this Agreement.
- 27. Governing Law.** This Agreement will be governed by and construed in accordance with federal law and the laws of Rhode Island, without regard to Rhode Island conflict of law provisions. You consent to the jurisdiction of the state and federal courts of Rhode Island and agree that any legal action or proceeding with respect to the Agreement will be commenced in such courts.
- 28. Change in Terms and other Amendments.** We may add, delete, or amend terms, conditions and other provisions, fees, charges, or other terms described in this Agreement and the terms and conditions of the Services. You agree that all notices or other communications may be sent to you electronically through an e-mail message, by regular mail, or by posting changed terms atinsert GCU website . You should periodically visit this website page to review the most current Agreement applicable to Mobile Banking. In addition, we may, at any time and without liability, modify or discontinue all or part of the Services (including access to the Services via third-party links); charge, modify or waive any fees required to use the Services; or offer opportunities to some or all users of the Services.

- 29. Security of Your Mobile Device and Account Information.** You are responsible for: (i) maintaining the confidentiality and security of your Mobile Devices, access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information, used by you to access the Service (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to supply your Access Information to anyone. You will be responsible for all electronic communications, including image transmissions, email and other data ("Communications") entered using the Access Information. Any Communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify us if you become aware of any loss, theft or unauthorized use of any Access Information, including your Mobile Devices. We reserve the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.
- 30. Consent to Use of Data.** You agree that the Licensor may collect and use technical data and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services (if any) related to the Software. The Licensor may use this information, as long as it is in a form that does not personally identify you, to improve its products or to provide services or technologies.
- 31. Export Restrictions.** You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.
- 32. U.S. Government Restricted Rights.** The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.