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## Mobile Remote Deposit User Agreement

### Kinecta Federal Credit Union Mobile Remote Deposit Capture User Agreement

This Mobile Remote Deposit Capture User Agreement ("Agreement") contains the terms and conditions for the use of Kinecta Federal Credit Union's ("Kinecta") Mobile Check Deposit and/or other remote deposit capture services that Kinecta or its affiliates may provide to an individual that is the owner of an account or a party-in-interest to an account (such as a grantor, power-of-attorney or co-trustee of a trust account) ("you" or "your"). Other agreements you have entered into with Kinecta, including the Agreements and Disclosures and Disclosure addenda(s), as applicable to your Kinecta account(s), are incorporated by reference and made a part of this Agreement. Capitalized terms used herein but not defined will have the meaning ascribed to them in those documents.

By offering Mobile Remote Deposit Capture and information, products or services via Kinecta's Mobile Banking Service ("Mobile Banking Service"), Kinecta makes no solicitation to any person to use the Mobile Banking Service or such information, products or services in jurisdictions where the provision of the Mobile Banking Service and such information, products or services is prohibited by law.

**Services** The Mobile Remote Deposit Capture services ("Online Service") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from your mobile smart phone or iPad by taking a picture of a check and delivering the image and associated deposit information to Kinecta's designated processor.

**Member Eligibility** You must be a Kinecta member for at least thirty (30) days and be a member in good standing to be eligible to enroll in Online Services.

**Acceptance of these Terms** When you use or access, or permit any other person(s) to use or access the Online Service, or download or use the Online Service, it constitutes your acceptance of the terms and conditions of this Agreement. Kinecta may, from time-to time, amend or change this Agreement (including changing applicable fees and service charges) in its sole discretion, by notifying you of any material change via mail, electronic mail or by posting the updates to the revised Agreement on the sites within the Mobile Banking Service. You will be prompted to accept or reject any material change(s) to this Agreement when you use the Online Service after Kinecta has made a change. Your acceptance of the revised terms and conditions along with your continued use of the Online Service will indicate your consent to be bound by the revised Agreement. Further, Kinecta reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Online Service. Your continued use of the Online Service will indicate your acceptance of any such changes to the Online Service.

**Email Address** You agree to notify us immediately if you change your email address, as this is the email address where Kinecta will send you notifications of its receipt of remote deposit items.

**Alerts and Mobile Services** Your enrollment in the Mobile Remote Deposit Capture service includes access to mobile text messaging related services and alerts. By receiving or otherwise using these services, you agree that Kinecta may send messages through your communication service provider in order to deliver them to you, and that your communication service provider is acting as your agent in this capacity. Kinecta may use a telephone number, email address or other contact information you may have provided Kinecta with for these

services, so that Kinecta may send you certain information about your account (Membership and any qualifying linked share).

**Fees and Charges** Currently, Kinecta does not charge a monthly fee for the use of the Mobile Remote Deposit Capture feature within the mobile banking application for deposit accounts. However, Kinecta reserves the right to charge a monthly service fee in the future. If Kinecta decides to do so, Kinecta will provide you with a notice of change in terms as set forth in this Agreement. Standard data and mobile phone rates from your wireless provider may still apply. You may be charged access rates depending on your carrier. Please contact your mobile device carrier for additional information.

There may be a charge for additional transactions and optional services as disclosed on Kinecta's Schedule of Fees and Charges. You agree to pay such charges and authorize Kinecta to charge your designated account or, if sufficient funds do not exist in your designated account or overdraft source(s), you authorize Kinecta to charge the amount of the fees associated with the Mobile Remote Deposit Capture feature to any account(s) you maintain at Kinecta. In addition to the foregoing, you agree to be responsible for any fees and charges assessed for using the Mobile Remote Deposit Capture feature, including but not limited to fees assessed for any return items that are in addition to the fees set forth in the most current Schedule of Fees and Charges.

**Limitation of Services** When using the Online Service, you may experience technical or other difficulties. Kinecta will attempt to post alerts on its website or send you a text message to notify you of interruptions to the Online Services. Kinecta does not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and Kinecta reserves the right to change the qualifications at any time without prior notice to you. Kinecta also reserves the right to change, suspend or discontinue the Online Service, in whole or in part, or your use of the Online Service, in whole or in part, immediately and at any time for any reason and without prior notice to you.

**Hardware and Software** In order to use the Online Service, you must obtain and maintain, at your expense, compatible hardware and software as specified by Kinecta from time-to-time. See <http://www.kinecta.org> for current hardware and software specifications. Kinecta is not responsible for any third party software you may need to use the Online Service. Any such software used by you is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at the time of download and installation.

**Eligible items.** You agree to take clear and legible pictures and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). The term "check" includes both original checks and substitute checks, but does not include checks drawn in a foreign currency or checks drawn on a bank located outside the United States. When the image of the check transmitted to Kinecta is converted 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 Uniform Commercial Code.

An Image Replacement Document is a negotiable instrument used in electronic banking systems to represent a physical paper check. It may be wholly digital from payment initiation to clearing and settlement, or it may be a digital reproduction (truncation) of an original paper check. You agree that all checks transmitted meet the following requirements:

- Each image of a check transmitted to Kinecta is a true and accurate rendition of the front and back of the original check, without any alterations, and the drawer of the check has no defense against payment of the check.

- The amount, payee(s), signature(s), and endorsement(s) on the original check are legible, genuine and accurate.
- Each check that you submit to Kinecta for deposit through the Online Service cannot be resubmitted (through any other delivery channel) to Kinecta or to any other person for payment, and will not cause the same drawer's account to be debited twice.
- Other than the digital image of an original check that you remotely deposit through the Online Service, there are no other duplicate images of the original check.
- Each original check was authorized by the drawer in the amount stated on the original check and to the payee (member) stated on the original check.
- You will not use the Online Service and/or your accounts for any illegal activity or transactions.
- Check images transmitted to Kinecta will contain no viruses or any other disabling features that may have an adverse impact on its network, data, or related systems.

You agree that you will not transmit any of the following types of checks using the Online Service, and you acknowledge that any such checks or other items 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.
- 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 drawn on the same account at Kinecta in which you are making the deposit.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit or otherwise defined as "stale dated".
- Checks "post-dated" after the date of deposit.
- Checks or items prohibited by Kinecta's current procedures relating to the Services or which are otherwise not acceptable under the terms of your Kinecta Account(s).
- 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 remote deposit capture service offered at any other financial institution.
- Any check that is incomplete.
- Any item stamped "non-negotiable" (whether stamped in print or as a watermark).

- Cash.
- Money Orders.
- Checks that have been re-deposited or returned such as “non-sufficient funds” or “refer to maker” or returned for any other reason.
- U.S. Savings Bonds.

**Endorsements and Procedures.** You agree to endorse the check as listed in the payee line and, in addition, restrictively endorse any item transmitted through the Online Service as "For mobile deposit only at KFCU into account #####" or as otherwise instructed by Kinecta. You agree to follow any and all other procedures and instructions for use of the Online Service as Kinecta may establish from time-to-time.

**Receipt of Items** Kinecta reserves the right to reject any item transmitted through the Online Service, at its discretion, without liability to Kinecta. Kinecta is not responsible for items Kinecta does 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 Kinecta that Kinecta has received the image. 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. Kinecta further reserves the right to charge back to your Account at any time any item that Kinecta subsequently determines was not an eligible item. You agree that Kinecta is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

**Availability of Funds** You acknowledge that items transmitted using the Online Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if an image of an item you transmit through the Online Service is received and accepted before 12:00 p.m. Pacific Time on any given business day, Kinecta will consider that day to be the day of your deposit. Otherwise, Kinecta will consider that the deposit was made on the next business day. Funds deposited using the Online Service will generally be made available in two business days from the day of deposit. Kinecta may make such funds available sooner based on such factors as credit worthiness, the length and extent of your relationship with Kinecta, transaction and experience information, and such other factors as Kinecta, in its sole discretion, deems relevant. However, Kinecta may delay your access to funds as determined by other factors at its discretion, such as, but not limited to; the amount of item deposited, transaction activity, non-sufficient funds count, returned item count, account balance, account restrictions and type of item being deposited.

**Disposal of Transmitted Items** You agree to retain the check for at least 30 calendar days from the date of the successful image transmission. After you have received confirmation of your deposit, you agree to mark "VOID" on the deposited check, 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 Kinecta upon request.

**Deposit Limits** Kinecta may establish limits on the dollar amount and/or number of items or deposits eligible to be deposited through the Online Services from time-to-time. If you attempt to initiate a deposit in excess of these limits, Kinecta may reject your deposit. If Kinecta permit you to make a deposit in excess of these limits, such deposit will still be subject to the terms of this Agreement, and Kinecta will not be obligated to allow such a deposit at other times. The current daily dollar limit is \$25,000.00 per business day for deposit accounts. The current monthly dollar limit is \$50,000.00 per any 30 consecutive calendar day period for deposit accounts there is no daily or monthly limit on the number of items, as long as the respective dollar limits are not exceeded.

**Presentment** The manner in which the items are processed shall be in Kinecta's sole discretion, subject to the Agreements and Disclosures and Disclosure addenda governing your Account.

**Errors** You agree to notify Kinecta of any suspected errors regarding items deposited through the Online Service immediately upon discovery of any such errors, and in no event later than 60 days after the applicable Kinecta Account statement is sent. Unless you notify Kinecta within 60 days, such statement regarding all deposits made through the Online Service shall be deemed correct, and you are prohibited from bringing a claim against Kinecta for such alleged error.

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

**Image Quality** The image of an item transmitted to Kinecta using the Online Service must be legible, as determined in the sole discretion of Kinecta. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time-to-time by Kinecta, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

**User Representations, Warranties and Indemnification** You represent and warrant to Kinecta that:

- i. You will only transmit eligible items.
- ii. You will not transmit duplicate items.
- iii. You will not re-deposit or re-present the original item.
- iv. All information you provide to Kinecta is true and accurate.
- v. You will comply with this Agreement and all applicable rules, laws and regulations.
- vi. You are not aware of any factor which may impair the collectability of the item. You agree to indemnify and hold harmless Kinecta from any loss resulting from a breach of any of the aforementioned representations and warranties.

**Account Information** Account information provided to you as part of the Mobile Banking Service is not the official record of your account or its activity. Your account statement, furnished to you by Kinecta in a paper format, or electronically if you are enrolled in paperless statements service, will remain the official record. The Mobile Banking Service information is generally updated regularly, but is subject to adjustment and correction and therefore should not be relied upon by you for taking, or forbearing to take, any action.

**Cooperation with Investigations** You agree to cooperate with Kinecta in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request any originals or copies of items deposited through the Online Service in your possession and your records relating to such items and transmissions at no cost to Kinecta.

**Termination** Kinecta may terminate this Agreement at any time and for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by Kinecta. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the Online Service for any unauthorized or illegal purposes or you use the Online Service in a manner inconsistent with the terms of your Agreements and Disclosures, as applicable to your Kinecta account(s).

You may terminate the Online Service at any time by removing the application from your device or contacting Kinecta at **800.854.9846**.

**Enforceability** Kinecta may waive enforcement of any provision of this Agreement. No waiver of a breach of this Agreement shall constitute a waiver of any prior or subsequent breach of the Agreement. Any such waiver shall not affect Kinecta's rights with respect to any other transaction or to modify the terms of this Agreement. In the event that any provision of this Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

**Ownership & License** You agree that Kinecta retains all ownership and proprietary rights in the Online Service, associated content, technology, and website(s). Your use of the Online Service is subject to and conditioned upon your complete compliance with this Agreement. Without limiting the effect of the foregoing, any breach of this Agreement will give Kinecta the right to immediately terminate your right to use the Online Service. Without limiting the restriction of the foregoing, you may not use the Online Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to Kinecta's business interest, or (iii) to Kinecta's actual or potential economic disadvantage in any aspect. You may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse decompile any of the technology used to provide the Online Service.

**DISCLAIMER OF WARRANTIES** YOU AGREE YOUR USE OF THE ONLINE 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. KINECTA DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE ONLINE SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. KINECTA MAKE NO WARRANTY THAT THE ONLINE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE ONLINE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY** YOU AGREE THAT KINECTA 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 ONLINE SERVICE 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 THE ONLINE SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF KINECTA HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.