

## Granite Hills Credit Union FlexTeller Mobile Check Deposit (MCD) Terms and Conditions

1. Services and Service Terms: FlexTeller Mobile Check Deposit Services are designed to allow you to make deposits to your checking account by taking a picture of your check and uploading it from a mobile device. The following terms and conditions apply to the Services for MCD; the depositor acknowledges and agrees that the Services or any portion of the Services may be provided by one or more subcontractors.
2. Acceptance of these Terms: Your acceptance of these terms and/or use of the services constitute your acceptance of this Agreement. The agreement is subject to change; we will notify you of any material change via email or on our website with a link to the revised agreement. Further, Granite Hills Credit Union 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. Eligible Items: You agree to scan and deposit only checks as that term is defined in the Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted shall be deemed an "item" within meaning article 4 of the Uniform Commercial Code. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:
  - a. Checks or items payable to any person or entity other than you.
  - b. Checks or items drawn 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 holder
  - c. Checks or items drawn on a financial institution located outside the United States.
  - d. Checks or items not payable in United States Currency.
  - e. 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
  - f. Checks or items previously converted to a substitute check, as defined in Reg CC.
  - g. Checks or items that are remotely created checks, as defined in Reg CC.
  - h. Checks or items dated more than 6 months prior to the date of deposit.
  - i. Checks or items prohibited or otherwise not acceptable under the terms of your Granite Hills Credit Union account.
4. Endorsement: In order for an item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item with the following words: "Account # \_\_\_\_\_", with the correct account number inserted, signed by payee, and with the words "via mobile deposit."
5. Granite Hills Credit Union reserves the right to impose a deposit limit per check and/or a daily deposit aggregate limit per day without notice. In this case, Granite Hills Credit Union will reject the item if over the established limit(s). After submission, do not attempt to deposit the check again anywhere and retain the check for 30 days while deposit process is completed.
6. Payment Processing: Transmitted images of items are not considered received by Granite Hills Credit Union until Member has received an electronic confirmation of the receipt of the deposit from Granite Hills Credit Union. We are not responsible for items we do not receive or for images that are dropped during transmission, or poor quality image or problems with your hardware or software. Receipt of the confirmation from Credit Union does not mean that the transmission was error free or complete. Items transmitted and received by Granite Hills Credit Union by 3 p.m. Eastern Time on any

business day (holidays and weekends are not considered a business day), shall be credited to the Member's applicable account on the same Business Day. Items received by Credit Union after 3 p.m. Eastern Time on any Business Day shall be credited to the Member's applicable account on the next successive Business Day. We are not liable for items we do not receive or for images that are not transmitted completely.

An image is considered received after 3 pm Eastern time on the following business day (when the full amount has been credited to your account); however, this does not mean that the transmission was without error and may not be withdrawn.

If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you may be assessed a fee as disclosed. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment or related fees.

7. Funds Availability: Items transmitted using the Mobile Check Deposit are subject to the funds availability requirements of Reg CC outlined in the Granite Hills Credit Union Membership Booklet. Funds from Items deposited under the terms of this Agreement will generally be available after Granite Hills Credit Union receives payment for the funds submitted. Granite Hills Credit Union may make such funds available sooner to certain customers at its sole discretion.
8. Granite Hills Credit Union's liability for errors or omissions with respect to the data transmitted or printed by Granite Hills Credit Union will be limited to correcting the errors or omissions. You agree that it is your personal responsibility to ensure the security of the personal computer and/or mobile device you own and use to access the Service, which includes the security of any wireless or internet service or network you may be utilizing. You agree that Granite Hills Credit Union will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for lost profits, goodwill, use data or other losses resulting from use of the Service, inability to use the services, or termination of the services, incurred by you or any third party, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise) even if Granite Hills Credit Union has been informed of the possibility thereof. You agree to indemnify and hold harmless Granite Hills Credit Union from any loss for breach of the warranty provision, such that you warrant to Granite Hills Credit Union that:
  - a. You will only transmit eligible items that are properly endorsed.
  - b. Images will meet the image quality standards.
  - c. You will not transmit duplicate items.
  - d. You will not deposit or re-present the original item once it has been scanned and sent through this Service unless specifically requested to do so by Granite Hills Credit Union.
  - e. All information you provide to Granite Hills Credit Union is accurate and true.
  - f. Granite Hills Credit Union will not sustain a loss because you have deposited an image.
  - g. You will comply with the original and any subsequent provisions of the Agreement and all applicable rules, laws and regulations.

9. You consent and agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action while using Granite Hills Credit Union Mobile Check Deposit; or in accessing or making any transactions regarding any agreement, acknowledgment, consent, terms, disclosures or conditions constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to the validity of your electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or any resulting contract between you and Granite Hills Credit Union.