



Mobile Remote Deposit User Agreement

This Mobile Remote Deposit User Agreement “Agreement” contains the terms and conditions for the use of Mobile Remote Deposit that XCEL Federal Credit Union (“XCEL FCU”, “us”, or “we”) may provide to you (“you” or “User”). Other agreements you have entered into with XCEL FCU, including your Membership, as amended from time to time, are incorporated by reference and made a part of this Agreement.

Mobile Remote Deposit Capture (RDC) is designed to allow you to make deposits of checks (“original checks”) to your accounts from your mobile device via your XCEL FCU mobile application by scanning checks and delivering the images and associated deposit information to XCEL FCU or XCEL FCU’s designated processor.

Acceptance of Terms. Your use of the RDC service constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. We will notify you of any material change in writing and the use of the Services after receipt of notification of any changes will constitute as your acceptance of the change. Further, XCEL FCU reserves the right, its sole discretion, to change, modify, add or remove portions from the RDC service. Your continued use of the RDC service will indicate your acceptance of any such changes to the RDC services.

Unavailability of Services. You understand and agree that the RDC service may at times be temporarily unavailable due to the Financial Institution’s system maintenance or technical difficulties including those of the Internet service provider, cellular service provider and Internet Software. In the event that the RDC service is unavailable, you acknowledge that you can deposit the check at one of our branches or through an ATM or by mailing the check to our offices. It is your sole responsibility to verify that the items deposited using the RDC service have been received and accepted for deposit. However, we will notify you of the items that are rejected by the next business day following the rejection.

Eligible items. You agree to scan and deposit only checks (i.e., drafts drawn on a credit union, savings and loan or bank and payable on demand)

You agree that you will not deposit:

- Checks payable to any person or entity other than you (i.e., payable to another party and then endorsed to you)
- Checks payable to you and another party who is not a joint owner on the account
- Checks that contain evidence of alteration, or that 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 drawn on a financial institution located outside of the United States
- Checks not payable in United States currency
- Checks dated more than 6 months prior to the date of deposit
- Checks that have been previously submitted through RDC service or through a remote deposit capture service offered at any other financial institution

Check Requirements. Each check image must accurately and legibly provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying financial institution that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. Endorsements must be made on the back of the check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your account number. Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

Receipt of Deposit. All images processed for deposit through will be treated as “deposits” under your current Membership and Account Agreement with us and will be subject to all terms of the Membership and Account Agreement. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you. An image of an item shall be deemed received when the history reflects that the item was accepted. Confirmation does not mean that the image contains no errors. Notice of acceptance does not mean that the transmission was error free, complete or will be considered a deposited and credited to your account. We further reserve the right, at our sole and absolute discretion, to reject any item for remote deposit into your account, without liability to you. We will notify you of rejected items. You agree that XCEL Federal Credit Union is not liable for any loss, costs, or fees that you may incur as a result of our chargeback of the rejected item. We are not responsible for any image that we do not receive.

Original checks. After you receive confirmation that we have received an image, you must securely store the original check for 90 days after transmission to us and make the original check accessible to us at our request. If not provided in a timely manner, such amount will be reversed from your account. Promptly after such period expires, you must destroy the original check by first marking it “VOID” and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an original check, the image will be the sole evidence of the original check. You agree that you will never re-present the original check. You understand that you are responsible if anyone is asked to make a payment based on an original check that has already been paid.

Returned Deposits. Any credit to your account for checks deposited is provisional. If original checks deposited are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

Limits. Deposits are limited in amount to \$5,000 per day, with a rolling 30-day limit of \$15,000. We reserve the right to change these limits at any time without prior notice to you.

Account Holder’s Warranties. You make the following warranties and representations with respect to each image:

- Each image of a check is a true and accurate rendition of the front and back of the original check, without any alteration, 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 image and on the original check are legible, genuine, and accurate.
- You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the original check or a paper or electronic representation of the original check such that the person will be asked to make payment based on an item that has already been paid.
- There are no other duplicate images of the original check.
- The original check was authorized by the drawer in the amount stated on the original check and to the payee(s) stated on the original check.
- You are authorized to enforce and obtain payment of the original check.
- You have possession of the original check and no party will submit the original check for payment.
- You will comply with this Agreement and all applicable rules and regulations.

With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

Periodic Statement. Any remote deposits made through RDC Services will be reflected on your monthly account statement. You understand and agree that you are required to notify XCEL Federal Credit Union of any error relating to images transmitted using the RDC Services by no later than 60 days after you receive your periodic statement that includes any

transaction you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Termination of the RDC Services. We 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 us. This Agreement may be terminated if you use the RDC Service for any unauthorized or illegal purposes or if you breach any term of this Agreement or our Account Terms and Conditions. In the event of termination of the RDC Services, you will remain liable for all transactions performed on your account.

Compliance with Law. You will use Mobile Remote Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You warrant that you will only transmit acceptable items for deposit and have handled the original items in accordance with applicable laws, rules and regulations.

Funds Availability. For purposes of funds availability, Deposits made before 4PM, Eastern Time zone, on a business day will be credited to your account the same day by 4:15PM. Deposits confirmed after 4PM and received on holidays or days that are not our business days will be credited to your account on the following business day by 9:00AM. Funds will be available as described in our Funds Availability Disclosure.

Business Days. Our business days are Monday through Friday, excluding holidays.

Your Responsibility. You are solely responsible for the quality, completeness, accuracy, validity and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect or illegible images to us or if Mobile Remote Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service.

Accountholder's Indemnification Obligation. You understand and agree that you are required to indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the RDC services and/or breach of this Agreement.

DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF THE RDC SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND THAT XCEL FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. XCEL FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR XCEL FEDERAL CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

LIMITATION 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.