

## **OLD HICKORY CREDIT UNION MOBILE REMOTE DEPOSIT SERVICE USER AGREEMENT**

This Old Hickory Credit Union Mobile Check Remote Deposit Service User Agreement (the “Agreement”) is entered into by Old Hickory Credit Union (the “Credit Union”) and you, the Member. The Agreement governs your use of the Remote Deposit Anywhere Service (the “Service”). By enrolling to use the Service, you agree to be bound by the terms and conditions contained in this Agreement. Please read this Agreement carefully and keep it for future reference. In addition to this Agreement, your Account is also governed by our *Membership Agreement, Mobile Banking Agreement, Online Banking Agreement*, including but not limited to the section entitled “Funds Availability Policy”. If the terms and conditions of this Agreement conflict with those of the Membership Agreement, the terms and conditions of this Agreement supersede the terms and conditions of the Membership Agreement, only with respect to the deposits made through the Service. Deposits made through other channels continue to be governed by the Membership Agreement.

### **DEFINITIONS**

1. “You” and “your” means: (i) a person who has applied for the Remote Deposit Anywhere Service for personal use, or (ii) a small business entity (or its authorized representative, as applicable) that has applied for the Service for business use by that authorized representative.
2. “Credit Union,” “we,” “us” and “our” mean Old Hickory Credit Union and its successors or assigns.
3. “Account” means your deposit account with us to which you are authorized to make a deposit using a Capture Device.
4. “Capture Device” means any device acceptable to us from time to time that provides for the capture of images from Items and for transmission through the clearing process. If you enroll using a Capture Device that is subsequently not supported, you will be notified via email. At present, a Capture Device is any one of the following smart phones when powered by a cellular service provider labeled “Supported” in the following table:

Apple iPhone and iPad IOS

Android OS
5. “Check 21” means the Check Clearing for the 21st Century Act.
6. “Image” means the electronic image of the front and back of an Item, in addition to other required information, as specified by us, in the format we specify.
7. “Image Replacement Document” or “IRD” means a substitute check, as defined in Check 21.

8. “Item” is an original: check, cashier’s check, official check, United States Treasury check, or any other payment instrument, drawn on a financial institution within the United States and payable in United States currency that is payable to you. Items are deemed to be “items” under the Uniform Commercial Code and “checks” under Regulation CC.
9. “User Guide” means the application download instructions, device instructions and FAQs we provide to you on our Internet site from time to time, in addition to any help content contained within the software application that is downloaded to your Capture Device.

## **TERMS**

1. **Remote Deposit Anywhere Service.** Pursuant to the terms of this Agreement, you may use the Service to deposit Items to your Account by creating an Image of the Item using a Capture Device, and transmitting that Image to us for deposit. You may transmit Images to us only from a Capture Device located in the United States.
2. **Hardware and Software Requirements.** You agree to transmit an Image to us using only a supported Capture Device. We may reject Images that you transmit to us with an unapproved Capture Device or by other means to which we have not given our consent.

You are responsible for the security of the Capture Device, and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Capture Device and Member information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time.

You are responsible for all costs of using the Service and operating the Capture Device, including, but not limited to SMS, MMS, telephone, and internet service charges. You are responsible for maintaining the system’s capacity and connectivity required for use of the Service. We shall notify you of those requirements, and we may amend them from time to time.

3. **Image Quality.** You are responsible for the image quality of any Image that you transmit. If an Image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the Image without prior notice to you. Each Image must include the front and back of the Item, and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.
4. **Eligible Items for RDA.** Cash and coins are not accepted through Remote Deposit Anywhere. You may deposit checks only through RDA; however, the following types are not accepted:

- U.S. Treasury Checks
- Cashier's Checks
- Money Orders
- Insurance Claim Checks
- Checks that are not payable in US Dollars
- Checks that are not drawn on a US Financial Institution

You agree that you will not use the Service to deposit anything not meeting the definition of an Item. If you use the Service to transmit anything that is not an Item, or if for any reason we are not able to recognize as an Item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or by mail. You further agree to use such other channels when the Service may not be available.

5. **Processing Images.** You authorize us to process any Image that you send us or convert an Image to an Image Replacement Document. You authorize us and any other Financial Institution to which an Image is sent to handle the Image or IRD. We reserve the right to reject and to refuse to process any Image you send to us for any reason or no reason, without prior notice to you.
6. **Eligibility Requirements.** You must be enrolled in Old Hickory Credit Union's Internet Banking. You must demonstrate financial responsibility with all accounts and have no unpaid Chex Systems records. You must be at least 18 years of age. If you do not meet these criteria, your account may be disabled from RDA capabilities without prior notice.
7. **Limits.** The normal deposit limits set forth for non- business members is 5 items per day 25 items per month totaling \$4,000.00 per day and \$10,000.00 per month. (Amount and count may be lower due to credit and other criteria.) 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.
8. **Deposits when Service Not Available.** You agree to make those deposits through other channels that we offer, such as at a branch, ATM, or by mail. You further agree to use such other channels when the Service may not be available.
9. **Returned Items.** You are solely responsible for any Item for which you have been given provisional credit, and any such Item that is returned or rejected may be charged to your Account. You acknowledge that all credits received for deposits made through the Service are provisional, subject to verification and final settlement. Any Item that we return to you will be returned in the form of an Image or an IRD.
10. **Handling of Transmitted Items.** You agree not to allow an Item to be deposited or presented for payment more than once, to the extent that it could result in the payment of the Item more than once. You will not allow the transmission of an Image of an Item that has already been presented to us or to any Financial Institution by any other means. You

will not allow transmission of an Image of an Item that has already been transmitted through the Service. If an Image of an Item has been transmitted to us or to any other Financial Institution, you will not allow the Item to be subsequently presented by any other means. If any Item is presented or deposited more than once, whether by Image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any Image which you have transmitted, you shall be responsible for preventing the transmission of another Image of the Item or presentment of the Item by any other means. You agree to retain the Item for at least (90) calendar days from the date of the Image transmission, and thereafter to either destroy any Item of which you have transmitted an Image, or to otherwise render it incapable of transmission or presentment.

11. **Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of Member claims, including by providing, upon request and without further cost, any originals or copies of Items in your possession and your records relating to Items and transmissions.
12. **Payment Processing.**
  - a. *Item Processing.* At our sole discretion, we may process the Images you send to us electronically through other Financial Institutions or service bureaus, or we may create Image Replacement Documents that will be processed through traditional check processing methods. If you send us Images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of Images that you send us, or we are otherwise unable to process Images that you send us, we may charge the Images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.
  - b. *Transmission of Items.* The Images you send us are not considered received by us until you receive a message from us acknowledging that we have accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free. As stated in Section 4 of this Agreement, we may refuse to process any Image you send to us for any reason or no reason.
  - c. *Funds Availability.* For deposits made over \$225.00, funds should be available no later than 5 calendar days. If you need funds available sooner, do not deposit using Remote Deposit Anywhere, please bring your check to a branch.
  - d. *Notices.* You consent to the electronic delivery of hold and error in deposit notices. Notices will be sent to your e-mail address.
13. **Representations and Warranties.** You make the following representations and warranties to us:
  - a. You and any user you authorize will use the Service only for lawful purposes and in compliance with all applicable rules and regulations and with our reasonable instructions, rules, policies, specifications, and operating procedures and will not violate any law of any country or the intellectual property rights of any third party.

- b. You will use the Service to transmit and deposit Images of Items only.
  - c. You will transmit only Images of Items acceptable for deposit through the Service and will handle Items as agreed herein.
  - d. You are a person authorized to enforce each Item or are authorized to obtain payment of each Item on behalf of a person entitled to enforce an Item.
  - e. Items have not been altered.
  - f. Each Item bears all required and authorized endorsements.
  - g. Each Item has been endorsed as “For remote deposit only” or “For mobile deposit only”.
  - h. All of the warranties set forth in Section 4-207 of the Uniform Commercial Code as adopted in the State of Tennessee, in addition to any other warranties made by us to any third party under any applicable law.
  - i. All Images accurately and legibly represent all of the information on the front and back of the Item.
  - j. You will not use the Service to transmit or deposit any Item, (i) payable to any person or entity other than you, (ii) drawn on your own account, (iii) which you know or should know to be fraudulent, altered, unauthorized, or missing a necessary endorsement, (iv) that is a substitute check or image replacement document, (v) that is drawn on an institution located outside of the United States, or (vi) that is created by you purportedly on behalf of the maker, such as a remotely created check.
  - k. No depository Financial Institution, drawee, drawer, or endorser will receive presentment or return of, or otherwise be charged for, a substitute check, the original check, or a paper or electronic representation of a substitute check or the original check such that that person will be asked to make a payment based on a check that it already has paid.
  - l. You will use the Service as required by the User Guide.
  - m. Your understanding that acceptance of the End User License Agreement is required for use of the Service.
  - n. You, if acting on behalf of a small business entity, are fully authorized to execute this Agreement.
14. **Indemnification and Limitations on Liability.** You hereby indemnify and hold us harmless for any claim, cost, loss or damage caused directly or indirectly by your failure to comply with the terms of this Agreement or by your breach of any representation or warranty contained herein. Old Hickory Credit Union does not endorse any links to or from our online banking website.

OLD HICKORY CREDIT UNION SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR LOSSES RESULTING FROM THE USE OR INABILITY TO USE THE 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 THIS 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. YOU ACKNOWLEDGE THAT THE SERVICE IS PROVIDED BY OLD

HICKORY CREDIT UNION ON AN “AS IS” BASIS, AND THAT YOU USE IT AT YOUR SOLE RISK. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OLD HICKORY CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE SERVICE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Intellectual Property.** This Agreement does not transfer to you any ownership or proprietary rights in the Service, or any associated software or any part thereof. We or our agents retain all intellectual property rights, title and interest in and to the Service, and any associated software. Neither you nor any user you authorize will:
  - a. sell, lease, distribute, license or sublicense the Service;
  - b. modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Service or any part of it in any way for any reason;
  - c. provide, disclose, divulge or make available to or permit use of the Service by any third party;
  - d. copy or reproduce all or any part of the Service; or
  - e. interfere, or attempt to interfere, with the Service in any way.
16. **Termination.** We may terminate or suspend the Service, or your use of the Service, at any time. You may terminate your use of the Service at any time by giving notice to us. Your notice will not be effective until we receive your notice of termination as provided in the User Guide, as it may be amended from time to time, and we have had a reasonable time within which to act upon it. Notwithstanding termination, any Image transmitted through the Service shall be subject to this Agreement.
17. **Amendment.** We may change this Agreement at any time. We may add new terms and conditions and we may delete or amend existing terms and conditions. We generally send you notice of the change. If you do not agree with the change you may discontinue using the Service. However, if you continue to use the Service, that may be deemed your acceptance of and agreement to the change.
18. **Governing Law.** This Agreement, and your rights and our obligations under this Agreement, are governed by and interpreted according to federal law and the law of the State of [Enter State]. If state and federal law are inconsistent, or if the state law is preempted by the federal law, federal law governs.
19. **Miscellaneous.** We may waive enforcement of any provision of this Agreement. Any such waiver shall not affect our rights with respect to any other transaction or modify the terms of this Agreement. No waiver of any breach of this Agreement shall constitute a waiver of any prior or subsequent breach of this Agreement. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.