

Mobile Deposit "RDC" Disclosure:

This Agreement contains the terms and conditions for the use of American 1 Credit Union's Mobile Deposit, hereafter in this agreement is referred to as Remote Deposit Capture (RDC) service. Other agreements you have entered into with A1CU, including the Depository Agreement and Disclosures governing your A1CU account, are incorporated by reference and made a part of this Agreement.

A. Services. The remote deposit capture services are designed to allow you to make deposits to your checking or savings accounts from home or other remote locations by taking a picture of your checks and delivering the images and associated deposit information to A1CU or A1CU's designated processor. Any fee for RDC will be disclosed on the most recent Fee Schedule, available at www.american1cu.org.

B. Acceptance of these Terms. Your use of the RDC program 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 or on our website(s) by providing a link to the revised Agreement. Your continued use of RDC will indicate your acceptance of the revised Agreement. Further, A1CU reserves the right, in its sole discretion, to change, modify, add, or remove portions from RDC. Your continued use of RDC will indicate your acceptance of any such changes to RDC.

C. Limitations of Service. When using RDC, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. There may be qualification requirements for use of RDC, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue RDC, in whole or in part, or your use of RDC, in whole or in part, immediately and at any time without prior notice to you.

D. Eligible items. You agree to scan and deposit only checks as that term is defined in Federal Reserve Regulation CC ("Reg CC"). You agree that the image of the check transmitted to A1CU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Michigan. You agree that you will not use RDC to scan and deposit any checks or other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. 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.
3. 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.
4. Checks or items previously converted to a substitute check, as defined in Reg CC.
5. Checks or items drawn on a financial institution located outside the United States.
6. Checks or items that are remotely created checks, as defined in Reg CC.
7. Checks or items not payable in United States currency.
8. Checks or items dated more than 6 months prior to the date of deposit.
9. Checks or items prohibited by A1CU's current procedures relating to RDC or which are otherwise not acceptable under the terms of your A1CU account.

E. Image Quality. Each image of each check shall be of such quality that the following information can clearly be read and understood by sight review of such image: the amount of the check, the payee of the check, the signature of the drawer of the check, the date of the check, the check number, the information identifying the drawer and the paying financial institution that is preprinted on the check including MICR line and all other information placed on the check prior to the time an image of the check is captured such as any required identification written on the front of the check and any endorsements applied to the back of the check.

F. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through RDC as "For Mobile deposit only at American 1 Credit Union" or as otherwise instructed by A1CU. You agree to follow any and all other procedures and instructions for use of RDC as A1CU may establish from time to time.

G. Receipt of Items. We reserve the right to reject any item transmitted through RDC, 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 receive a confirmation from A1CU that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

H. Availability of Funds. You agree that items transmitted using RDC are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using RDC will be available after A1CU receives payment for the funds submitted. A1CU may make such funds available sooner 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 A1CU, in its sole discretion, deems relevant.

I. Check Retention & Destruction. After receipt by A1CU of any transmission by member of imaged items for deposit to Member's account, A1CU will acknowledge by electronic means its receipt of such electronic transmission. Member's electronic transmission is subject to proof and verification. Member shall retain the original of all imaged items that have been deposited via RDC for reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond ninety (90) days from the date processed, and shall properly destroy and dispose of such original checks after such time. During the period that the Member maintains the original checks, the member understands and agrees that it must use a high degree of care to protect these original checks against security risks. These risks include, without limitation, (i) theft or reproduction of the original checks for purposes of presentment for deposit of these original checks (i.e., after the original checks have already been presented for deposit via the RDC check capture service) and (ii) unauthorized use of information derived from the original checks. When Member destroys, and disposes of, the original checks pursuant to the requirements of this Agreement, the Member understands and agrees that it must use a high degree of care when selecting and implementing destruction and disposal procedures. Among other things, these procedures must be designed to ensure that the original checks are not accessed by unauthorized persons during the destruction and disposal process and, once destroyed, the original checks are no longer readable or capable of being reconstructed (e.g., through the use of competent shredding equipment.)

J. Deposit Limits. We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using RDC and to modify such limits from time to time.

K. Hardware and Software. To use RDC, you must obtain and maintain, at your expense, compatible hardware and software as specified by A1CU from time to time. Current versions of RDC are for use on smart phones or tablets with Apple or Android operating systems. A1CU is not responsible for any third party software you may need to use RDC. 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.

L. Errors. You agree to notify A1CU of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable A1CU account statement is sent. Unless you notify A1CU within 60 days, such statement regarding all deposits made through RDC shall be deemed correct, and you are prohibited from bringing a claim against A1CU for such alleged error.

M. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in A1CU's sole discretion subject to the Depository Agreement and Disclosures governing your account.

N. Ownership & License. You agree that A1CU retains all ownership and proprietary rights to RDC, associated content, technology, and website(s). Your use of RDC 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 RDC. Without limiting the restriction of the foregoing, you may not use RDC (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to A1CU's business interest, or (iii) to A1CU'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 compile any of the technology used to provide RDC.

O. Financial Responsibility. Member is, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the service. A1CU shall not be liable in any manner for such risk unless Credit Union fails to follow the procedures described in materials for use of the service. Member assumes exclusive responsibility for the consequences of any instructions it may give to A1CU, for member's failures to access the service properly in a manner prescribed by the Credit Union, and for member's failure to supply accurate input information, including, without limitation, any information contained in an application.

P. DISCLAIMER OF WARRANTIES. YOU AGREE YOUR USE OF RDC 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 RDC, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT RDC (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN RDC OR TECHNOLOGY WILL BE CORRECTED.

Q. 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 RESULTING FROM THE USE OR THE INABILITY TO USE RDC 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 RDC, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF A1CU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

R. User warranties and indemnification. You warrant to A1CU that:

1. You will comply with all federal and state laws, and rules and regulations applicable to Online transactions, including those of the National Automated Clearing House for ACH transactions.
2. You will only transmit eligible items.
3. Images will meet the image quality standards.
4. You will not transmit duplicate items.
5. You will not deposit or represent the original item.
6. All information you provide to A1CU is accurate and true.

7. You agree to pay A1CU all of our costs and reasonable attorney's fees, including all collection costs, litigation costs, skip-tracing fees, and outside service fees incurred while we are enforcing our rights under this agreement.
8. You agree to indemnify and hold harmless A1CU from any loss for breach of this warranty provision.

S. Other terms. You may not assign this Agreement. This Agreement shall be governed by the laws of the State of Michigan and of the United States. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.