



Cornerstone Credit Union Mobile Check Deposit Terms and Conditions

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

1. The Mobile Check Deposit (MCD) service is designed to allow you to make deposits to your checking or primary savings accounts from your mobile device via your Cornerstone Mobile Banking Application by scanning checks and delivering the images and associated deposit information to Cornerstone Credit Union or CCU's designated processor.

2. Acceptance of these Terms. Your use of the MCD 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 via e-mail, or on our website by providing a link to the revised Agreement or by an online secure message. You will be prompted to accept or reject any material change to this Agreement the next time you use the (MCDservice after CCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the MCD service will indicate your consent to be bound by the revised Agreement. Further, CCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the MCD service. Your continued use of the MCD service will indicate your acceptance of any such changes to the MCD service.

3. Limitations of MCD service. When using the MCD service, you may experience technical or other difficulties. We will attempt to post alerts on our website or by an online secure message to notify you of these interruptions in service. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. The MCD service has qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the MCD service, in whole or in part, or your use of the MCD service, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). When the image of the check transmitted to CCU 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.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- Checks payable to any person or entity other than the person or entity that owns the account into which the check is being deposited.



- Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, is 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 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.
- Checks or items prohibited by CCU's current procedures relating to the MCD service or which are otherwise not acceptable under the terms of your CCU account.
- 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.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are prohibited by the CCU's current Membership Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.

5. Endorsements and Procedures. You agree to legibly endorse any item transmitted through the MCD service with your signature and "For Mobile Deposit Only at Cornerstone CU". You agree to follow any and all other procedures and instructions for use of the MCD service as CCU may establish from time to time.

6. Receipt of Items. We reserve the right to reject any item transmitted through the MCD service, 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 the history reflects that the item was accepted. Notice of acceptance does not mean that the transmission was error free, complete or will be considered a deposit and credited to your account. We further reserve the right to charge back to your account at any time, any item that we subsequently determine was not an eligible item. You agree that CCU is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible item.

7. Availability of Funds. You agree that items transmitted using the MCD service 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 Service is received and accepted before 4:00 p.m. Central Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. Funds deposited using the MCD service will be deposited via ACH transmission and will generally be deposited within 2 business days from the day of deposit. CCU 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 CCU, in its sole discretion, deems relevant.

8. Disposal of Transmitted Items. Upon notification of acceptance of your image, you agree to mark the item "VOID" and retain for your records or destroy the item or otherwise render it



incapable of further transmission, deposit, or presentment . CCU will retain a digital copy of deposited items retrievable via CCU's corporate credit union.

9. Deposit Limits. We may establish limits on the dollar amount and/or number of items or deposits from time to time. 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. The current daily dollar limit is \$2,000.00 per business day with a maximum dollar limit per item of \$1,000.00. There is no daily limit on the number of items which can be presented. We reserve the right to change these limits at any time without prior notice to you.

10. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in CCU's sole discretion subject to the Member Services Agreement governing your account.

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

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

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

14. User Warranties and Indemnification. You warrant to CCU that:

- You will only transmit eligible items.
- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to CCU is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the CCU do not contain computer viruses or malware.
- You agree to indemnify and hold harmless CCU from any loss for breach of this warranty provision.

15. Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, including by providing, upon request and without further cost, any originals or copies of items deposited



through the Service in your possession and your records relating to such items and transmissions.

16. Termination. 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. Without limiting the foregoing, this Agreement may be terminated if you breach any term of this Agreement, if you use the MCD service for any unauthorized or illegal purposes or you use the MCD service in a manner inconsistent with the terms of your Member Services Agreement or any other Agreement with us.

17. Enforceability. We 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 our 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 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.

18. Ownership & License. You agree that CCU retains all ownership and proprietary rights in the MCD service, associated content, technology, and website(s). Your use of the MCD 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 immediately terminates your right to use the MCD service. Without limiting the restriction of the foregoing, you may not use the MCD service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CCU's business interest, or (iii) to CCU's actual or potential economic disadvantage in any aspect. You may use the MCD service in accordance with this Agreement. 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 the MCD service.

19. Governing Law. I understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the state of Illinois, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the state of Illinois.

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

21. LIMITATION OF LIABILITY. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY



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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 MCD 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 MCD SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF CORNERSTONE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.