



CU Remote Deposit User Agreement ("Agreement"):

This Agreement contains the terms and conditions for the use of Meritrust Federal Credit Union Remote Deposit and/or other remote deposit capture services that Meritrust Federal Credit Union or its affiliates ("CU", "us," "our" or "we") may provide to you ("member", "you," "your" or "User"). This Agreement applies to consumer and business Users. Other agreements you have entered into with CU, including the Deposit Account Terms and Conditions governing your account, are incorporated by reference and made part of this Agreement.

Definitions:

Check: A check is a negotiable demand draft drawn on or payable through or at an office of a bank, a negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank, a negotiable demand draft drawn on the Treasury of the United States, a demand draft drawn on a state government or unit of general local government that is not payable through or at a bank, a United States Postal Service money order, or a traveler's check drawn on or payable through or at a bank. The term "check" includes an original check and a substitute check.

Substitute Check: A substitute check is a paper reproduction of an original check that contains an image of the front and back of the original check, bears a MICR line that, except as provided under ANS X9.100-140, contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured, conforms in paper stock, dimension, and otherwise with ANS X9.100-140, and is suitable for automated processing in the same manner as the original check.

Remotely Created Check: A remotely created check is a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

1. **Services.** The Remote Deposit service ("Service") is designed to allow you or persons authorized to sign on the account(s) in case of a consumer account or an authorized representative or authorized person of member (collectively, "Authorized Person") in case of a business account to make deposits to your share or share draft accounts from remote locations by electronically transmitting a digital image of checks and delivering the images and associated deposit information to CU or CU's designated processor.
2. **Fees.** There is currently no charge for the Service. All other fees related to deposit accounts apply. The Fee Disclosure will be updated, and members provided at least 30 days' notice, should a fee be instituted in the future. Your continued use of the Service will indicate your acceptance of any such change to the fee charged for the Service.
3. **Acceptance of These Terms.** Your use of the Service constitutes your acceptance of this Agreement. This Agreement is subject to change by CU from time to time. We will notify you of any material change via email or on our website by providing a link to the revised Agreement. Your continued use of the Service will indicate your acceptance of the revised Agreement. Further, CU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service. CU reserves the right to terminate this agreement without notice at any time.
4. **Eligibility and Qualification Requirements.** To qualify for this Service, you must meet eligibility criteria as dictated by CU. You agree to comply with the hardware and software requirements set forth at the end of this Agreement.*** These requirements may change from time to time. You are solely responsible for information or data that is transmitted by you, your employees or agents.
5. **Limitations of Service.** When using the Service, you may experience technical or other difficulties (i.e. sign on, connectivity, scanning, check acceptance, etc.). We are not liable and will not assume responsibility for any technical or other difficulties or any resulting damages that you may incur. We reserve the right to change, suspend or discontinue the Service, in whole or in part, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you. In the event the Service is not available to you, you acknowledge that you can deposit your check at a branch office, through a participating ATM or by mail.
6. **Eligible Items.** You agree to scan and deposit only checks. You agree that you will not use the Service to scan and deposit any checks or other items as shown below:
 - o Checks or items initially payable to any person or entity other than you.

- Checks or items containing obvious alterations 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.
 - Checks or items previously converted to a substitute check, or were otherwise cashed or deposited.
 - Checks or items drawn on a financial institution located outside the United States.
 - Checks or items that are remotely created checks.
 - Checks or items not payable in United States currency.
 - Checks or items postdated or dated more than 6 months prior to the date of deposit.
 - Checks or items prohibited by CU's current procedures relating to the Service or which are otherwise not acceptable under the terms of your CU account.
 - United States Savings Bonds.
 - IRA and share certificates.
 - Starter or counter checks.
 - Amex Gift Cheques.
7. **Image Quality.** The image of an item transmitted to CU using the Service must accurately and legibly provide all the information on the front and back of the check at the time presented to you by the drawer. The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality of the items must comply with the requirements established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
8. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Service as "For MCU mobile deposit only" below your signature or as otherwise instructed by CU. You agree to follow any and all other procedures and instructions for use of the Service as CU may establish from time to time. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by CU from any other deposit accounts you hold with CU, in its sole discretion. You further acknowledge that you, and not CU, are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Service and you assume all liability to the drawer of any item imaged using the Service or liability arising from CU's printing of any substitute check from those images.
9. **Receipt of Items.** We reserve the right to reject any item transmitted through the Service, at our discretion, without liability to us. We are not responsible for items we do not receive or for images that are not transmitted completely. An image of an item shall be deemed received when we transmit a confirmation to you that we received the image. Receipt of such confirmation does not mean that the transmission was error free or complete. You agree that prohibited items, if deposited at CU, will be deposited via an alternative method and not by using the Service. The manner in which the items are cleared, presented for payment, and collected shall be in CU's sole discretion subject to the Deposit Account Terms and Conditions governing your account. Deposited items subsequently returned to CU for any reason will be processed in accordance with our normal returned item procedure.
10. **Availability of Funds.** Our general policy is to make funds deposited available immediately after the deposit is received. An item deposited will be available on the second business day after the deposit is received with the first \$2500 available immediately. If you are a new member to the CU, an item deposited will be available on the second business day after the deposit is received, with the first \$225 available immediately. A new member to the CU is an account considered to be open 180 days or less. To determine the availability of deposits, every day is a business day, except Saturdays, Sundays, and Federal holidays. Deposits made before 5:00 pm on business days will be considered the day of deposit. Deposits made after 5:00 pm or on a non-business day will be considered deposited on the next business day. We reserve the right to place a 7 day hold on funds deposited for any of the following reasons:
- Account does not contain the amount of the check.
 - Account has been repeatedly overdrawn in the last 6 months.
 - Item of \$5525 or more.
 - The deposit check has been returned unpaid.
 - Item has restrictive endorsement.
 - Tax returns which have only one endorsement.
 - Postdated checks or not dated with current date within 6 months.
 - Routing and transit number missing or illegible.

- Any reasonable cause to believe that the item is counterfeit, altered or has been tampered with.
 - A new account if it has been opened for 30 calendar days or less.
 - Any reasonable cause to doubt collectability.
 - Emergency Conditions: We will provide notification of the day the funds will be available. Notification will be sent by the next business day after the day of deposit.
11. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from CU that we have received the image of an item, you agree to prominently mark the item as "Electronically Presented" or "VOID" and to properly dispose of the item to ensure that it is not represented for payment. And, you agree never to represent the item. You shall retain the original of all imaged items that have been deposited via the Service for a reasonable period of time in order to verify settlement and credit or to balance periodic statements, but in no case beyond 45 days from the date processed, and shall properly destroy and dispose of such original checks after such time. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to CU as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for CU's audit purposes.
 12. **Deposit Limits.** We reserve the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Service and to modify such limits 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 limits in effect are as follows. For accounts open 180 calendar days or fewer you may deposit \$1000 per business day within a maximum of 3 items. For accounts open more than 180 days you may deposit \$5000 per business day with no maximum on the number of items. Based on certain circumstances, we reserve the right to change these limits.
 13. **Responsibility for Scanning.** You are solely responsible for scanning deposit items, accessing the Service from CU and for maintaining your own scanning equipment. Not all scanning equipment will produce a useable image. You will be responsible for the payment of all telecommunications expenses associated with the Service. CU shall not be responsible for providing or servicing any equipment for you.
 14. **Errors.** You agree to notify CU of any suspected errors regarding items deposited through the Service immediately, and in no event later than 60 days after the applicable account statement is made available to you. Unless you notify CU within 60 days, such statement regarding all deposits made through the Service shall be deemed correct, and you are prohibited from bringing a claim against CU for such alleged error.
 15. **Security Requirements.** To prevent unauthorized usage of the Service, you agree to ensure the security of the personal computer and/or mobile device you own and use to access the Service. By securing these devices, you agree to install operating system patches, antivirus software, firewall and spyware detection, as applicable, and keeping your security software current, as well as, securing the physical device from theft and unauthorized use.
 16. **Ownership and License.** You agree that CU retains all ownership and proprietary rights in the Service, associated content, technology, and website. Your use of the 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 Service. Without limiting the restriction of the foregoing, you may not use the Service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to CU's business interest, or (iii) to CU's actual or potential economic disadvantage in any aspect. You may use the Service only for non-business, personal use 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 Service.
 17. **Disclaimer of Warranties.** You agree your use of the 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 service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warranty that the 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 service or technology will be corrected.
 18. **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 product, goodwill, use, date or other losses resulting from the use or the 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 or action or claim (whether contract, tort, strict liability or otherwise), even if CU has been informed of the possibility thereof.

19. **Force Majeure.** CU shall not be responsible for liability, loss, or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond CU's reasonable control.
20. **Termination.** CU may immediately suspend or terminate Member's access to the Service in the event that CU reasonably determines such suspension or termination is necessary in order to protect the Service or CU from harm or compromise of integrity, security, reputation, or operation.
21. **User Warranties and Indemnification.** You warrant to CU that:
 - You will only transmit eligible items. Any image you transmit through the Service will accurately and legibly represent all of the information on the front and the back of the original item as originally drawn.
 - The item conforms to the technical standards for an Electronic Item set forth in Federal Reserve Board Regulation J, or Federal Reserve Bank operating circulars and for a substitute check.
 - You will not transmit duplicate items.
 - You will not deposit or represent the original item once it has been scanned and sent through this Service unless specifically requested to do so by CU.
 - All information you provide to CU is accurate and true.
 - You will comply with the Agreement and all applicable rules, laws and regulations.
 - Items you transmit do not contain viruses.

You agree to indemnify and hold harmless CU from any loss for breach of this warranty provision.

22. **Other Terms.** You may not assign this Agreement. This Agreement is entered into in Kansas and shall be governed by the laws of the State of Kansas 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.
23. **Electronic Signature.** This Agreement is an electronic contract that sets out the legally binding terms of your use of the Service. You indicate your acceptance of this Agreement and all of the terms and conditions contained or referenced in this Agreement by clicking on the "I Accept" button below in connection with your enrollment. This action creates an electronic signature that has the same legal force and effect as a handwritten signature. By clicking on the "I Accept" button, you accept the Agreement, and agree to the terms, conditions and notices contained or referenced therein. When you click on the "I Accept" button, you also consent to have the Agreement provided to you in electronic form. You have the right to receive the Agreement in non-electronic form.

Additional Terms and Conditions Applicable to Business Accounts

In addition to the above, the following terms and conditions apply to the use of the Services by a business member. In this section, the words "Member," "you" or "your" refer to the business.

Authority. Member warrants and represents to CU that it has full and complete authority to enter into this Agreement. We may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any Authorized Person of Member. Each Authorized Person is authorized to conduct any transaction within the scope of the Services. We may rely on any written notice containing signatures of an Authorized Person if we believe, in good faith, that the signature is genuine. Each Authorized Person may act alone notwithstanding any instruction to the CU that two or more Authorized Persons must act jointly.

Check Retention and Destruction. For the retention period described above in Section 11, original checks shall be maintained in a secure fashion under procedures similar to which Member maintains other confidential or proprietary information. Upon expiration of the period described in Section 11, you will destroy the original check by shredding or another commercially acceptable means of data destruction.

Privacy and Data Protection. You will adhere to all privacy and data protection laws and regulations applicable to you and/or the CU with respect to gathering, processing, storing, using and disposing of non-public personal information of consumers.

Information. All information provided by you to us is true and complete and properly reflects the business, financial condition and principal partners, owners, or officers of Member.

GUARANTEE SPECIFIC TO DEPOSITS RECEIVED FOR CREDIT TO A BUSINESS

ACCOUNT. Your use of the services for the purpose of depositing to a business account constitutes your understanding and agreement that you may be personally liable for any expenses CU incurs in attempting to obtain final payment for the item in question, outside of the routine costs associated with item processing, in the event of a default by the business. This includes but is not limited to recovery of the amount credited in the event of nonpayment, collection costs and attorney's fees as applicable, as well as any and all costs associated with CU enforcing this guarantee. This guarantee shall benefit CU and its successors and assigns.

***In order to use eDeposit via a mobile device, the member's mobile device:

- Must have Meritrust Federal Credit Union's Mobile App downloaded to the mobile device
- Must be able to capture an image of the item
- Must be able to process or utilize the software necessary to facilitate the electronic clearing of the captured item, and
- Must be able to transmit the image electronically
- The minimum requirements for a device to support eDeposit are specific to the camera and memory available
- 1600 minimum pixel resolution for the camera (approximately equates to a camera with a 3.3 MP range depending on the height/width specifications)
- Minimum of 512 MB of RAM available on the device to process the transaction

In order to use eDeposit for consumer and business accounts through online banking using a computer, the member must have:

To use your own scanner software—

Computer Operating System:

- Windows 7+
- OSX 10.9+
- iOS7+
- Android 4.1+

Web browser:

- Chrome
- Safari
- Firefox
- IE10+ (compatibility mode is not supported)

Internet Connection:

- Hi speed internet connection

Image requirements:

- Upload scanned images of your checks that are 200-300 DPI and in JPG, TIFF or PNG format.
- You can also upload photos of your check images taken from a camera. We recommend a minimum resolution of 1600x1200 pixels and file sizes not to exceed 2MB.
- Images that are low in resolution may fail to process.
- To upload an image, press the check front or check back placeholder image. Browse to select the check image using the dialog window.



Check images:

Make sure both sides of your check are filled out correctly and endorsed. Follow these tips when capturing your image:

- Turn off image sharing when capturing the check image
- If using your camera, take the photo in a well lit location and place your check on a dark, non-reflective background.
- Make sure all four corners of the check are visible.
- Re-take or re-scan the check if the images are blurry.
- Editing or cropping of images is not required.

In order to use Remote Deposit Capture for business account holders using a computer, the member must have:

Hardware Requirements:

- Pentium 4 2.0 GHz or Core 2 Duo 1.86 GHz processor (Recommend Pentium 3.0 GHz or Core 2 Duo 2.33 GHz due to processing required for the Amount Recognition Engine)
- 1 GB RAM
- 2 GB of free hard drive
- Network card
- Broadband internet access
- Screen resolution 1024 x 768
- USB 2.0 port
- Any TWAIN standard scanner

Software Requirements:

One of the following Operating Systems:

- Windows 2000, Service Pack 4 (32 bit)
- Windows XP, Service Pack 2 (32 bit) (Service Pack 3 supported)
- Windows Vista, Service Pack 1 (32 bit)
- Windows Vista, Service Pack 1 (64 bit)
- Windows 7 (32 bit)
- Windows 7 (64 bit)

.NET 2.0 SP1 (installed with the Install Shield package)