

## Chartway Mobile Banking Agreement

To be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to Chartway Federal Credit Union ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to Chartway Mobile Banking services and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").

2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.

4. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.

5. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California, excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.

8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.

I have read, understood and agreed on the Terms and Conditions of Use for Chartway Mobile and so signify by clicking "I accept the Terms and Conditions of Use" and proceeding to use the product.

## Remote Deposit Capture General Terms and Conditions

**Agreement-** This Agreement establishes the rules that govern the processing of deposited Checks through Member's Account(s) at the Credit Union using Remote Deposit Capture Services. The Credit Union has the right to amend the terms and conditions outlined in this Agreement at any time. Such amendments shall become effective as stated on any notice sent. These notices may come in the form of a newsletter, disclosures, etc.

By using Remote Deposit Services, You accept the terms and conditions of the Agreement. Terms and conditions specific to the Remote Deposit Capture program do not supersede terms outlined in the original Membership Application and the Truth-In-Savings schedule for deposit accounts and loan agreements.

**Rules, Laws and Regulations-** You agree to abide by all local, state and federal rules, laws and regulations. These include but are not limited to, Regulation CC (Expedited Funds Availability Act), Bank Secrecy Act (BSA) and laws administered by the United States of America which are in existence as of the date of this Agreement and may be amended at any time.

**Definitions-** In addition to all the other terms defined, the following terms define the relationship between the Credit Union, Member and the systems used to deliver this service:

- a) "We", "Our", "Us", and "Credit Union" refer to the credit union its subsidiaries, employees, directors, officers, representatives and agents.
- b) "You", "Your", and "Member" shall mean the Account holder or an authorized person exercising control over funds deposited in a Members account through the Mobile Deposit program.
- c) "Account" or "Accounts" mean personal checking, savings share(s) enrolled in the Mobile Deposit program.
- d) "Check" or "Checks" shall mean negotiable demand draft(s) drawn or payable through an office of a United States based financial institution, as well as demand draft(s) drawn on a Federal Reserve Bank or a Federal Home Loan Bank or on the Treasury of the United States. Check(s) include original checks(s) and substitute check(s) or a 'money order' . Check(s) do not include noncash items payable in a medium other than United States dollars.
- e) "Image Item" or "Image Items" means digitized image(s) of Check(s) that are created by You and transmitted to the Credit Union.
- f) "Services" means any of the Mobile Deposit functions offered under the current agreement or through future addendums.
- g) "Systems" means the program that is maintained by the Credit Union, or other third parties, that you connect through to access the Services.

**Services and Funds Availability-** Once approved for the Remote Deposit program, You may use the Services to deposit Checks into your Account(s) with Credit Union, subject to the terms of this Agreement. The Services are subject to transaction limitations and the Funds Availability Disclosure, as set forth in the Membership Applications and Truth-In-Savings schedule, which govern the use of Your Account. The Funds Availability Disclosure also includes the following provision as it relates to Deposits (Product/Disclosure Update Requirement):

Checks totaling more than \$5,000 on any one business day: the first \$200 deposited on any one business day will be available to You according to Our general policy. We are notifying You in advance that local Check deposits in excess of \$5,000 made through the Remote Deposit program will generally be available on the second business day after the day of deposit. Please note that New Accounts, as defined in the Account Disclosure booklet, are subject to extended holds as prescribed in said booklet. If we are not going to make all of the funds from Your deposit available as described herein, We will notify You as required by the Funds Availability Disclosure.

By using Remote Deposit Capture Services, You agree to receive any notice of longer delay via electronic mail communication to the email address we have on file.

**Authorized Users-** An authorized user is considered any person(s) who accesses the services using valid Member and User login IDs and passwords, including such persons who may not be signers on Member's Account. Except as otherwise provided by the law, You will indemnify the Credit Union and hold it harmless for any loss or expense caused by any person with the apparent authority to access the Services. We may deny Your access to the Services without prior notice if We are unable to confirm any person's authority to access the Services or if We believe such action is necessary for security reasons.

**Prohibited Checks -** You agree that Checks scanned through the use of the Service will not:

- be payable to a third party or entity other than You or an account holder;
- You know or suspect is fraudulent or otherwise authorized by the owner of the account on which the check is drawn;
- has been previously cashed or deposited
- is post dated or more than six(6) months old;
- is payable to cash;
- does not bear a signature of the person whose account the check is drawn on; or
- is drawn on financial institutions that are located outside the United States

**Access-** To use Remote Deposit Capture Services, You must have a compatible mobile device, access to telecommunication services necessary to access the Service. Application upgrades may be required from time-to-time for continued use of the Services.

**Equipment or System Failure-** In the event of a System failure, You agree that, in order to deposit your Checks, You must deliver them directly to a Credit Union branch for processing. If the Checks were scanned prior to the System failure, You must obtain Credit Union approval prior to processing Checks in person.

**Hours of Access-** Services are available 24 hours per day, 7 days per week. Services may be interrupted for scheduled or unscheduled maintenance. We agree to post notice of any extended periods of non-availability on the Credit Union website and/or Service application.

**Transmission Deadlines-** Image Item deposits initiated through the System before 4:00 p.m. Eastern Standard Time on a business day are posted to the Members Account the same day. Deposits completed after 4:00 p.m. or on a non-business day will be posted on the next business day.

In the event the Credit Union receives an Image Item from You on a day that is not a business day or at a time which is after the applicable processing cutoff time for a business day, the Image Item is considered received at the opening of the next business day. Business day shall mean Monday through Friday, except observed Federal or local holidays.

**Security -** As with all account information, You understand your responsibility in keeping account credentials such as Account number and passwords secure. You also agree to review all correspondence related to your account and to notify the Credit Union of any errors in accordance with the Membership Application. Data transmitted via the Services is encrypted in an effort to provide transmission security. Notwithstanding Our efforts to ensure the Services are secure, You acknowledge that the internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. You agree to notify Us immediately if You believe any passwords have been lost, stolen, used without Your permission.

**Deposit of Original Checks-** You agree that no Check deposited to the Credit Union shall cause funds to be debited more than once from the account of the maker. You agree that the original Check, a duplicate Check image, or any copy of the original Check or Check image will not be deposited by You with the Credit Union (unless We instruct You to do so) or under any circumstances with any other financial institution.

**Check Retention Period-** You agree to retain the originals of any check deposited through the Services for 7 business days after receiving confirmation of account credit ("Retention Period"). The risk of loss due to the unavailability of the original or copy of a Check for any reason, during the Retention Period, shall be exclusively on the Member.

You are fully responsible for destruction of any Checks deposited after the retention period. This risk of loss associated with the accidental inclusion of a physical Check in the Check collection process or with a lost, destroyed, stolen or misplaced Check shall be exclusively on the Member. When you are ready to discard the item, mark it "VOID" and dispose of it in a way that prevents the item from being presented for payment a second time.

**Image Quality-** You are responsible for inspecting and verifying the quality of the images associated with Image Items, thus ensuring that the digitized images of the front and back of original Checks are legible for all posting and clearing purposes by the Credit Union. Images must comply with the following:

- A. The Image Item is an accurate representation of all information on the front and back of the original Check at the time the original Check was converted to an Image Item, and the Image Item contains all endorsements from the original Check necessary to enable the credit to process the item.
- B. Each Image Item contains a record of all MICR line (characters printed on the bottom of the check) information required for a substitute check to be created from that image.

**Adjustments-** You are responsible for reviewing Images scanned and ensuring the information entered on your device matches the image submitted. We reserve the right to adjust Your deposit after You have submitted it for processing. Adjustments are to correct mistakes in the value, encoding or illegible items. We may at any time return all or part of a deposit of multiple Image Items to you without prior notice.

**Termination-** We are permitted to terminate any or all of the services immediately should You breach any part this agreement or of the Membership Application.