

## Rocky Mountain Credit Union Mobile Remote Deposit User Agreement

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

1. The Mobile Remote Deposit Capture (RDC) service is designed to allow you to make deposits to your checking or savings accounts from your mobile device via your RMCU Mobile Application by scanning checks and delivering the images and associated deposit information to RMCU or RMCU's designated processor.
2. **Acceptance of these Terms.** Your use of the RDC 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 (RDC) service after RMCU has made the change. Your acceptance of the revised terms and conditions along with the continued use of the RDC service will indicate your consent to be bound by the revised Agreement. Further, RMCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the RDC service. Your continued use of the RDC service will indicate your acceptance of any such changes to the RDC service.
3. **Limitations of RDC service.** When using the RDC 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 RDC 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 RDC service, in whole or in part, or your use of the RDC 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 RMCU 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.
5. **Endorsements and Procedures.** You agree to legibly endorse any item transmitted through the RDC service in the following way: (1) signature on the top line; and For Mobile Deposit Only at RMCU or For Mobile Deposit Only at Rocky Mountain Credit Union on the subsequent lines. You agree to follow any and all other procedures and instructions for use of the RDC service as RMCU may establish from time to time.
6. **Receipt of items.** We reserve the right to reject any item transmitted through the RDC 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 the RMCU 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 RDC 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. Mountain Time on a business day that we are open, we consider that day to be the day of your deposit. Funds deposited using the RDC service will generally be deposited within 2 business days from the day of deposit. RMCU 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 RMCU, 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 securely store the check(s) for 60 days and present them to RMCU upon request. After 60 days you will properly dispose of the check(s) by either destroying the item(s) or otherwise rendering the item(s) incapable of further transmission, deposit, or presentment. RMCU will retain a digital copy of deposited items.
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 \$2,500.00 per business day with the maximum dollar limit per item of \$2,500.00. The current daily limit on the number of items which can be presented is 10. 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 RMCU's sole discretion subject to the Membership and Account Agreement governing your account.
11. **Errors.** You agree to notify RMCU of any suspected errors regarding items deposited through the RDC service right away, and in no event later than 60 days after the applicable RMCU account statement is sent. Unless you notify RMCU within 60 days, such statement regarding all deposits made through the RDC service shall be deemed correct, and you are prohibited from bringing a claim against RMCU for such alleged error.
12. **Errors in Transmission.** By using the RDC service you accept the risk that an item may be intercepted or misdirected during transmission. RMCU 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 RMCU using the RDC service must be legible, as determined in the sole discretion of RMCU. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by RMCU, 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 RMCU 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 RMCU 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 RMCU do not contain computer viruses or malware
  - You agree to indemnify and hold harmless RMCU 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 member 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 RDC service for any unauthorized or illegal purposes or use the RDC service in a manner inconsistent with the terms of your Membership and Account 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 to be 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 RMCU retains all ownership and proprietary rights in RDC service, associated content, technology, and website(s). Your use of the RDC service is subject to and conditioned upon your complete compliance with the Agreement. Without limiting the effect of the foregoing, any breach of this Agreement immediately terminates your right to use the RDC service. Without limiting the restriction of the foregoing, you may not use the RDC service (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to RMCU's business interest, or (iii) to RMCU's actual or potential economic disadvantage in any aspect. You may use the RDC 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 RDC 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 Montana, 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 Montana.
20. **DISCLAIMER OF WARRANTIES.** YOU AGREE YOUR USE OF THE RDC 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 RDC SERVICE, 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 THE RDC 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 RDC 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 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 RDC 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 RDC SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) EVEN IF ROCKY MOUNTAIN CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.