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## MOBILE REMOTE CHECK DEPOSIT AGREEMENT

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The Mobile Deposit Service Agreement (“Agreement”) is the contract which covers your and our rights and responsibilities concerning the Mobile Deposit Service (“Service”) offered to you by Amplify Credit Union (“Credit Union”). By using the Service or clicking “Agree” on the mobile Deposit terms and conditions disclosure page shown on your mobile device, you and any joint owners or authorized users, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. The Service is subject to the following terms and conditions and to any instructions, rules and terms in the Membership and Account Agreement which governs your Amplify account and incorporated by reference herein.

### **1. DUTIES AND RESPONSIBILITIES OF THE CREDIT UNION.**

**1.1 Use of Service.** The Services are designed to allow you to make deposits to your checking, savings, money market savings or loan accounts from home or other remote locations by taking a picture of the checks using Amplify’s mobile application and submitting the images and associated deposit information to Amplify electronically. You will need to take a picture of the front of any check being deposited, as well as the reverse of any check, showing the proper endorsement. Amplify reserves the right to impose limits on the amount(s) and/or number of deposits that you transmit using the Services and to modify such limits from time to time.

**1.2 Limitations of Service.** When using the Services, 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. Some of the Services have 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 Services immediately and at any time without prior notice to you.

**1.3 Processing.** Credit Union may examine Checks to verify any data or dates. Credit Union will process the Check according to the written amount. An item shall be deemed received when you receive a submission confirmation from Amplify that we have received and verified the item. If a Check does not have the necessary information to be processed by the Credit Union, then the Credit Union will treat the Check as an exception. If a Check is treated as an exception, it will not be deposited or otherwise reflected in your account. You will receive notification that the item was not approved by email or, in the event an email address is not present, on your periodic statement. At that point, you may correct the issue and re-submit electronically or present the item in person. Credit Union will disregard any notation on a Check containing “paid in full” or other restrictive notation, whether preprinted or handwritten, and treat any such Check as though such notation did not appear thereon. Credit Union may return any item at any time for any reason. If a check is dishonored, you will receive a substitute check as the chargeback item.

**1.4 Funds Availability.** In some cases, we will not make all the funds that you deposit by Mobile Check Deposit available to you on the next business day after we receive your deposit. However, the first \$1,000.00 of your total deposits on any given day will be available no later than the first business day after the day of your mobile deposit. We may delay your ability to withdraw funds deposited by Mobile Check Deposit into your account an additional number of days for any reason we deem appropriate under the circumstances. Funds that are delayed will generally be available no later than the four business day after the day of your deposit. If you need the funds from a deposit right away, you should ask us prior to making a deposit when the funds will be available. If you have questions about a deposit, please give us a call at **(512) 836-5901** or toll-free at **1 (800) 237-5087**.

### **2. DUTIES AND RESPONSIBILITIES OF THE MEMBER.**

**2.1 Use of Remote Deposit.** You shall submit valid Checks payable to yourself by using the Service. You agree to restrictively endorse any item transmitted, and you agree to send a picture of both the front and the reverse of any item being presented for payment, showing a proper restrictive endorsement on the reverse. A proper endorsement should note “For Amplify CU Mobile Deposit Only”, Account Number Depositing to and your signature. Your deposit may be rejected if not endorsed properly. In using the Service, you shall create an image of the Check or Checks and the associated MICR data using approved hardware. The image quality will be of clear quality and must be legible. If applicable, you agree to enter in the amount of the Check using the written amount of the Check into the Remote Deposit Service in the data field provided. You agree to abide by the Mobile Remote Check Deposit Agreement for using the Service. The Mobile Remote Check Deposit Agreement is published by the Credit Union and shall be updated from time to time by the Credit Union.

**2.2 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 Credit Union shall be deemed an “item” within the meaning of Article 4 of the Uniform Commercial Code as adopted in Texas. You agree that you will not use the Services to scan and deposit any checks or other items as shown below:

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- a) Checks or items payable to any person or entity other than you.
- b) Checks or items drawn on one Amplify account and being deposited into that same Amplify account.
- c) 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.
- d) Checks or items previously converted to a substitute check.
- e) Checks or items drawn on a financial institution located outside the United States.
- f) Checks or items that are remotely created checks, as defined in Reg CC.
- g) Checks or items not payable in United States currency.
- h) Checks or items dated more than 6 months prior to the date of deposit.
- i) Checks or items prohibited by Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account.

**2.3 Software, Internet, and Hardware.** The Company will comply with all software, Internet, and hardware requirements of the Remote Check Deposit Agreement issued by the Credit Union and updated from time to time. The available devices are limited to supported Apple/iOS iPhone and Android phones.

### **3. WARRANTIES, COVENANTS, AND LIABILITY**

**3.1 Disclaimer of Warranties.** YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR EFFORT-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**3.2 Covenants.** Upon your receipt of a submission from Amplify that we have received the image of an item submitted electronically, you agree (a) to prominently mark the item as "Electronically Presented" or "VOID" (b) physical checks will not be presented to any financial institution once these items are presented through the Mobile Remote Deposit Service; (c) physical checks will be stored in a secured area and destroyed by shredding or incineration after thirty (30) days of processing; (d) you shall promptly provide any item, or a sufficient copy of the front and back of the item, that was submitted for electronic deposit as Amplify may request to aid in the clearing and collection process, to resolve claims by third parties with respect to such item, or for Amplify's audit purposes.

**3.3 Liability.** YOU AGREE THAT AMPLIFY 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 SERVICES INCURRED BY YOU OR BY AN THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF AMPLIFY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

**4. INDEMNIFICATION.** You shall indemnify and hold harmless Credit Union and each of its directors, officers, employees, agents, successors, and assigns ("Indemnitees") from and against all liability, loss, and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee in any way relating to or arising out of the Service, by reason of any acts or omissions of you or any third party or otherwise, except to the extent such liability, loss, or damage is caused by the gross negligence or willful misconduct of such Indemnitee (provided that reliance, without further investigation, on any oral, telephonic, electronic, written, or other request, notice, or instruction believed in good faith to have been given by you will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

**5. SECURITY PROCEDURES AND COMMUNICATIONS.** Certain Security Procedures designed to verify the origination (but not errors in transmission or content) of instructions, orders, and other communications sent by Credit Union and might be used in connection with the Service. You agree that any such mutually agreed-upon Security Procedures shall be deemed commercially

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reasonable. Credit Union shall not be obligated to act on a communication not transmitted in accordance with the Security Procedures and may refuse to act on any communication where Credit Union reasonably doubts its authorization, contents, origination, or compliance with the Security Procedures. Credit Union will act on any communication received during business hours Monday – Friday, excluding holidays. Call 512-836-5901 or email us at [cumail@goamplify.com](mailto:cumail@goamplify.com) or write to Amplify Credit Union, PO Box 85300, Austin TX 78708. Credit Union shall have no duty to discover, and shall not be liable for, errors or omissions by you. If Credit Union complies with the Security Procedures in respect of a communication, Credit Union shall be entitled to act on that communication and shall not be obligated to verify the content of such communication, establish the identity of the person giving it, or await any confirmation thereof, and Credit Union shall not be liable for acting on, and you shall be bound by, any communication sent in your name, whether or not authorized. Credit Union reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, or similar security device, you shall not disclose such security device. You shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Credit Union if the confidentiality or integrity of any such security device is breached or threatened. You shall be solely responsible for the safekeeping of such security devices and assume all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of your negligence or deliberate acts or otherwise. Credit Union shall not be liable for any loss or damage resulting from fraudulent, unauthorized, or otherwise improper use of any security devices.

**6. GOVERNING LAW; SEVERABILITY.** Except to the extent superseded by Federal law, the provision of Services shall be governed by the laws of the state in which the main office of Credit Union is located. Company agrees that the courts of such state shall have jurisdiction to hear any dispute arising out of the Service and submits to the jurisdiction of such courts. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of the Services would result in violation of any law, regulation, or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith. Amplify will evaluate potential risks and regulatory requirements under the following list of additional laws and regulations when designing and implementing RDC

- a. GLBA
- b. FACTA
- c. Identity Theft Red Flags Program
- d. FFIEC
- e. EFAA

**7. ARBITRATION.** All disputes, controversies, or differences which may arise between the parties out of or in connection with the Agreement, which cannot be settled by negotiation within thirty (30) days of the matter first being notified in writing to the other by the complaining party, shall be finally settled by binding arbitration in accordance with the commercial arbitration rules. The arbitration of all matters shall be conducted by three (3) arbitrators (“Panel of Three”) with each party selecting one (1) arbitrator, and the third to be selected from the panel of arbitrators, who shall serve as the chair of the Panel of Three. If either party refuses or neglects to appoint an arbitrator within thirty (30) days after receipt of written notice from the other party requesting it to do so, the requesting party may appoint two (2) arbitrators. The place of the arbitration shall be in the same city as the principal office that the Credit Union is located. The arbitration award shall be final and binding upon the parties. Any judgment upon such award may be enforced in any court having jurisdiction, or application may be made to such court for a judicial confirmation of such award and judgment or order of enforcement, as the case may be. The cost of the arbitration shall be borne equally by the parties unless otherwise provided in the arbitration award. The parties hereto agree that the arbitration award will be the sole and exclusive remedy between them regarding any and all claims, counterclaims, or issues. In order to have arbitration as the sole and exclusive remedy the parties hereto exclude the right of appeal to courts of the United States, or any other courts, in connection with any question of law arising in the course of the reference to arbitration or out of the arbitration award.

**8. TERMINATION.** Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of a transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you will promptly remit all unpaid monies due under this Agreement. The Credit Union may immediately suspend or terminate your access to the Service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or the Credit Union from harm or compromise of integrity, security, reputation, or operation.