



## Mobile Remote Deposit Capture Services Agreement

This Mobile Remote Deposit Capture Services Agreement ("Agreement") is a contract between you and Climb Credit Union ("CCU") which establishes terms and conditions for the use of CCU's remote deposit capture services. In addition to this Agreement, the use of CCU's Mobile Remote Deposit Capture Services is governed by your Master Membership Agreement, e-Banking Agreement and Disclosure, and any other agreement between you and CCU.

### 1) Definitions

In this Agreement, the following terms have the following meanings:

- a) "You" and "your" means the CCU member who enrolls in or uses the internet banking services.
- b) "We," "us," and "our" mean Climb Credit Union ("CCU").
- c) "Mobile Remote Deposit Capture Service" or "Service" means the use of software and/or hardware provided by CCU to capture images of eligible items and deposit them to eligible accounts.
- d) "Accounts" mean the accounts on which you are the owner or co-owner at CCU, and for which remote deposit capture services are available.
- e) "Business days" are Monday through Friday, excluding Federal bank holidays.

### 2) Eligible Accounts

In order to use the Service, you must be a CCU member or joint owner of a CCU account in good standing, at least eighteen (18) years of age. Additionally, we may establish other criteria for determining the eligibility of accounts at our sole discretion. You or we may terminate the Service on any account at any time and for any reason.

Only checks may be deposited through the Service. By depositing an item through the Service, you agree and warrant that the following is true:

### 3) Eligible Items

- a) The item is payable to the person or persons who own the account into which it is being deposited;
- b) The item has been properly endorsed under your Deposit Account Contract and applicable law. All checks deposited must have the words "Climb Credit Union Mobile Deposit" included as part of the endorsement on the back.
- c) The item is not drawn on a financial institution located outside of the United States;
- d) The item is payable in United States currency;
- e) The item is not dated in the future or more than six (6) months prior to the date of deposit;
- f) The item has not previously been presented for payment at CCU or to any other party;
- g) The item does not contain any alterations of which you know;
- h) You do not know or believe the item to be fraudulent or unauthorized.

We may review or verify any item deposited through the Service, and we may reject an item for deposit for any reason without liability. If we reject an

item through the Mobile Remote Deposit Capture Service, we may accept it through another channel (for example, at a CCU branch).

**4) Image Quality**

We may determine, at our sole discretion, whether an image of an item submitted through the Service is of sufficient quality for acceptance and presentment.

**5) Errors**

You agree that the provisions of your Membership and Account Agreement regarding your responsibilities to notify us of errors apply to items deposited through the Service. You agree that the deposit of an item through the Service is not an "Electronic Funds Transfer" under the federal Consumer Financial Protection Bureau's Regulation E.

**6) Availability of Funds**

**FUNDS AVAILABILITY POLICY DISCLOSURE THIS DISCLOSURE DESCRIBES YOUR ABILITY TO WITHDRAW FUNDS FROM TRANSACTION ACCOUNTS AT CLIMB CREDIT UNION.**

**General Policy.** Our general policy is to make funds from Your deposits of cash and checks (drawn on or payable through a Federal Reserve Bank or a Federal Home Loan Bank, the Treasury of the United States, or an office of a bank located in the United States) available to You on the 1st business day We receive Your deposit. Electronic direct deposits will be available on the day We receive the deposit. Once they are available, You can withdraw the funds and We will use the funds to pay checks that You have written. For determining the availability of Your deposits, every day is a business day, except Saturdays, Sundays and federal holidays.

**Longer Delays May Apply.** In some cases, We will not make all the funds You deposit by check available to You on the 1st business day We receive Your deposit. Depending on the type of check You deposit, funds may not be available until the 2nd business day following the day of Your deposit. However, the first \$275 from a deposit of such checks will be available on the 1st business day after the day of Your deposit. If You will need the funds from a deposit right away, You should contact Us to ask when the funds will be available. Any request for payment against funds on which a hold has been placed will be returned unpaid.

In addition, funds You deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check You deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You deposit a check that has been returned unpaid.
- You have overdrawn Your Account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

They will generally be available no later than the 7th business day after the Day of Your deposit. In any case, We reserve the right to refuse an item for deposit or encashment.

**Foreign Checks.** This Funds Availability Policy Disclosure does not apply to checks drawn on foreign banks in foreign countries ("Foreign Checks"). Your deposits of Foreign Checks must be present at a physical Climb Credit Union location.

**Location of Check Endorsements.** Federal law requires all check endorsements to be in the first 1-1/2 inches of the trailing edge of the back

of the check. The trailing edge is opposite the left side of the face of the check, the side of the check just behind Our address. All items deposited through Remote Deposit Capture must have the word "Climb Credit Union Mobile Deposit" included as part of the endorsement on the back of the check. You will be responsible for any costs incurred by Us due to delays in returning checks deposited into Your Account that do not comply with the endorsement standards.

**Dividend Payment Policy.** See the Account Disclosures section in the Membership Agreement and Disclosures for Our policy on the payment of Dividends.

- |  |  |
|--|--|
| <b>7) Destruction of Original Images</b> | After you use the Service to deposit an item, you agree not to deposit the same item anywhere else or through any other channel. You agree to retain the item for sixty (60) days, or longer if we request it, and then destroy the item or otherwise make it incapable of further deposit or presentment. You agree to be liable for the failure to destroy items as described in this Agreement, or if an item is deposited through the Service and the same item is later presented or deposited again.             |
| <b>8) Deposit Limits</b>                 | We may establish limits on the total number of checks or total amount of checks deposited through the Service. We may establish or change such limits at any time and without notice to you.   |
| <b>9) Indemnity</b>                      | You agree to be solely liable for the use or misuse of the Service, and you agree to indemnify, defend and hold us and any third-party provider of software or services harmless from any legal action or claim asserted against us and/or third-party providers by any other party relating to your use of the Service and any claims, liabilities, damages, costs and expenses (including reasonable attorney fees) incurred by us and/or its third-party provider as a result of your use or misuse of the Service. |
| <b>10) Limitations on Service</b>        | You agree not to hold us liable for interruptions in the availability or functionality of the service, which may occur without notice to you for technical or other reasons.   |
| <b>11) Amendment</b>                     | We may add to, change, or delete the terms of this Agreement by providing notice to you. We may also add to, change, or delete some functionalities or   |

features of the Service at any time without notice. If you do not consent to a modification of this Agreement or the Service, you may terminate and discontinue your use of the Service at any time by notifying us.

**12) No Waiver**

We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions.

**13) Severability**

The invalidity or unenforceability of any provision of this Agreement will in no way affect the validity or enforceability of the remainder of this Agreement or any of its provisions.

**14) Applicable Law**

This Agreement will be governed by and construed in accordance with Colorado law to the extent not preempted by federal law. The parties consent to jurisdiction and venue for resolution of disputes in Denver County, Colorado.