



First Florida Credit Union
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e-DEPOSIT CAPTURE USER AGREEMENT

This e-Deposit Capture Agreement ("Agreement") contains the terms and conditions for the use of the e-deposit capture services that Credit Union may provide to you. Other agreements you have entered into with us, including the Account Agreement and/or EFT Disclosure and Agreement, remain in effect and are incorporated by reference and made a part of this Agreement.

You agree to the following:

1. Services. The e-deposit capture services ("Services") are designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. We may change this Agreement from time to time. We will notify you of any material change via e-mail, text message, on our website by providing a link to the revised Agreement or by an online secure message, or by other methods we may determine from time to time. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after we have made the change. Your acceptance of the revised terms and conditions along with the continued use of the Services will indicate your consent to be bound by the revised Agreement. Credit Union reserves the right, in its sole discretion, to change, modify, add, or terminate the Services. Your continued use of the Services will indicate your acceptance of any such changes to the Services.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We will attempt to post alerts on our website or send you a text 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 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, in whole or in part, or your use of the Services, immediately and at any time without prior notice to you for any reason, which may include your delinquency on any loan or deposit obligation to us, or if you cause a loss to us.

4. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by us from time to time. Ask us or visit our website for current hardware and software specifications. We are not responsible for any third party software you may need to use the Services. Any such software is accepted by you as is and is subject to the terms and conditions of the software agreement you enter into directly with the third party software provider at time of download and installation.

5. Fees. A fee may be charged for the Services and you are responsible for paying the fees for the use of the Service. Any fee that is charged will be disclosed prior to your deposit. We may change the fees at any time. You authorize us to deduct any such fees from any Credit Union account in your name. Fees will not be charged during the free trial period or other promotional campaigns. You may be charged access rates depending on your mobile carrier. Please contact your mobile carrier for additional information. We are not responsible for any fees charged by your mobile carrier.

6. 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 us 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.

You agree that you will not scan and deposit any of the following types of checks or other items which shall be considered ineligible items:

- **Cashier's Check**
Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into.
- **being deposited into.**
Checks containing an alteration 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 is drawn.
- Checks payable jointly, unless deposited into an account in the name of all payees.
- Checks previously converted to a substitute check, as defined in Reg. CC.
- Checks drawn on a financial institution located outside the United States.
- Checks that are remotely created checks, as defined in Reg. CC.
- Checks not payable in United States currency.
- Checks dated more than 6 months prior to the date of deposit.
Checks or items prohibited by our current procedures relating to the Services or which are otherwise not acceptable
- under the terms of your Credit Union account(s).
- Checks payable on sight or payable through Drafts, as defined in Reg. CC.

- Checks with any endorsement on the back other than that specified in this agreement.
- Checks that have previously been submitted through the Service or through a e-deposit capture service offered at any other financial institution.
- Checks or items that are drawn or otherwise issued by the U.S. Treasury Department.
- Checks that are prohibited by the Credit Union's current Membership Agreement with you.
- Checks that are in violation of any federal or state law, rule, or regulation.
- Checks that are credit card advance or other loan advance instruments.
- Any check requiring signature and/or additional information.

7. Endorsements and Procedures. You agree that you will use the e-Deposit Capture service to scan only original checks payable to and properly endorsed by you. You agree to restrictively endorse any item transmitted through the Services as "For mobile deposit to _____ only" (write our name in the blank), account # _____" (write your account number in the blank when you endorse the item) or as otherwise instructed by us. You authorize us to supply an endorsement on your behalf for deposit to your account if an item has a missing or improper endorsement. Each image must provide all information on the front and back of the original check at the time presented. You agree to follow any and all other procedures and instructions for use of the Services as we may establish from time to time.

8. Receipt of Items. We reserve the right to reject any item transmitted through the Services, 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. Upon receipt of the digital image of the check, we will review the check image for acceptability and will convert items meeting our requirements into substitute checks to facilitate the deposit and collection of such items. You understand and agree that electronically transmitting a digital image of a check does not constitute receipt by the Credit Union. You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors or that we are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we will process the image by preparing a "substitute check." Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for remote deposit into your account and, in the event we reject an item for remote deposit, you understand and agree that you must deposit the original item. You understand and agree that even if we do not initially reject an item you deposit through the Services, we may return the substitute check we created because, among other reasons, the paying bank deems the electronic image illegible. Our failure to reject such an item shall not limit your liability to us. You understand that any amount credited to your account for items deposited using the Services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

9. Availability of Funds. You agree that **Electronic Images submitted via our e-Deposit Capture services from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC.** For purposes of determining the availability of funds, checks deposited via the Services are considered received by us when we notify you of receipt of the image by an email transmitted to the email address you have provided to us. You understand and agree that, for purposes of deposits made using the Services, the place of deposit is Jacksonville, Florida. You understand that we may make provisional funds immediately available depending on factors we at our sole discretion deem relevant, including but not limited to your account history and relationship with us. You also understand that credit is provisional until settlement is final.

10. Disposal of Transmitted Items. Upon your receipt of a confirmation from us that we have received an image that you have transmitted, You agree to retain the check for at least 30 calendar days from the date of the image transmission. After 30 days, You agree to destroy the check that you transmitted as an image, mark it "VOID", or otherwise render it incapable of further transmission, deposit, or presentment. During the time the retained check is available, you agree to promptly provide it to us upon request.

11. 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.

12. Presentment. The manner in which the items are cleared, presented for payment, and collected shall be in our sole discretion subject to the Deposit Account Agreement governing your account.

13. Errors. You agree to notify us of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable account statement is sent. Unless you notify us within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against us for such alleged error.

14. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. We bear no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors and any resulting damages.

15. Image Quality. The image of an item transmitted to us must be legible, as determined in our sole discretion. Without limiting the foregoing, the image quality of the items must comply with the requirements established from time to time by

us, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

16. User Warranties and Indemnification. You warrant to us that:

- a) You will only transmit eligible items.
- b) You will not transmit duplicate items.
- c) You will not re-deposit or re-present the original item.
- d) All information you provide to us is accurate and true.
- e) You will comply with this Agreement and all applicable rules, laws and regulations.
- f) You are not aware of any factor which may impair the collectability of the item.

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

17. 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.

18. 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 Services for any unauthorized or illegal purposes or you use the Services in a manner inconsistent with the terms of your Deposit Account Agreement or any other agreement with us.

19. 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.

20. Ownership & License. You agree that we retain all ownership and proprietary rights in the Services, associated content, technology, and website(s). Your use of the Services 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 Services. Without limiting the restriction of the foregoing, you may not use the Services (i) in any anti-competitive manner, (ii) for any purpose which would be contrary to our business interest, or (iii) to our actual or potential economic disadvantage in any aspect. You may use the Services 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 Services.

21. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR RISK. YOU ALSO UNDERSTAND AND AGREE THAT THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU UNDERSTAND AND AGREE THAT WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED 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 SERVICES WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED. WE ARE NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY YOUR INTERNET PROVIDER, ANY RELATED SOFTWARE OR THE CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE OR MAINTENANCE OF YOUR PERSONAL COMPUTER HARDWARE, SOFTWARE OR OTHER EQUIPMENT.

22. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM OR ATTRIBUTABLE TO THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR ATTRIBUTABLE TO THE USE OF, INABILITY TO USE, THE TERMINATION OF THE USE OF THE SERVICES, OR YOUR BREACH OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

23. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the State in which our headquarters are located, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State and county in which our headquarters are located.