TRAVIS CREDIT UNION
P.O. Box 2069
Vacaville, California 95696
(707) 449-4000 • (800) 877-8328

Mobile Deposit Capture User Agreement ("Agreement")

PLEASE CAREFULLY REVIEW THESE TERMS AND CONDITIONS BEFORE PROCEEDING.

This Agreement contains the terms and conditions for the use of Travis Credit Union ("Credit Union" or "we") Mobile Deposit Capture services that the Credit Union may provide to you ("you," or "User"). Other agreements you have entered into with the Credit Union, including the Membership Agreement and Disclosure and other agreements governing your account, are incorporated by reference and made a part of this Agreement.

1. **Services.** The mobile deposit capture services ("Services") are designed to allow you to make deposits to eligible checking or savings accounts from remote locations by photographing or scanning checks and delivering the images and associated deposit information to the Credit Union or our designated processor.
2. **Acceptance of these Terms.** Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time without notice at any time. We will generally notify you of any material change via e-mail or on our website(s) by providing a link to the revised Agreement. Your continued use of the Services will indicate your acceptance of the revised Agreement. Further, the Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from 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 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, in whole or in part, or your use of the Services, 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"). You agree that the image of the check transmitted to the Credit Union shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. You agree that you will **not** use the Services to scan and deposit any checks or other items as shown below:
   a. Checks or items payable to any person or entity other than you.
   b. Checks with any endorsement on the back other than specified in this agreement.
   c. Checks which have previously been submitted through the Service or a remote deposit capture service offered at any other financial institution, or checks or items previously converted to a substitute check, as defined in Reg CC.
   d. 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.
   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 stamped "non-negotiable" or with a "non-negotiable" watermark.
   j. Starter or counter checks.
   k. Checks or items prohibited by the Credit Union's current procedures relating to the Services or which are otherwise not acceptable under the terms of your account(s).
   l. Money orders, travelers checks, gift checks, savings bonds, state issued registered warrants, or other items not deemed to be acceptable as periodically defined by the Credit Union.
5. **Responsibility for Scanning**: You are solely responsible for scanning deposit items, accessing the Service from the Credit Union and for maintaining your scanning equipment. You will be responsible for the payment of all telecommunications expenses associated with the service. Credit Union shall not be responsible for providing or servicing any Equipment for you.
6. **Image Quality.** The image of an item transmitted to the Credit Union using the Services must be legible. The image quality of the items must comply with the requirements established from time to time by the American National Standards Institute, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association.
7. **Endorsements and Procedures.** You agree to restrictively endorse any item transmitted through the Services as "For deposit only, Travis Credit Union" or as otherwise instructed by the Credit Union. You agree to follow any and all other procedures and instructions for use of the Services as the Credit Union may establish from time to time.

8. **Receipt of Items.** We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a "substitute check" or clearing the item as an image. Notwithstanding anything to the contrary, 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. An image of an item shall be deemed received when you receive a confirmation from the Credit Union that we have received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.
9. **Provisional Credit and Availability of Funds.** You agree that items transmitted using the Services are not subject to the funds availability requirements of Federal Reserve Board Regulation CC. Funds deposited using the Services will be available after the Credit Union receives payment for the funds submitted. The Credit Union 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 the Credit Union, in its sole discretion, deems relevant.

   Generally, for check images submitted prior to 3:00 pm pacific time:
   - Up to $200 of the check will be available the next business day.
   - Remaining funds up to $5,000 will be available 2 business days from the day of approval.
   - Funds exceeding $5,000 will be available 3 days from the day of approval.
   - Check images received after 3:00 pm pacific time Monday - Friday or on a weekend or holiday will be deemed to have been received the following business day.

   Funds availability may be delayed if the Credit Union has reasonable cause to doubt the collectability of any check images transmitted. The Credit Union will notify you of delays in availability and when funds will be available. You agree to receive all notifications regarding funds availability via electronic message.
10. **Deposit Limits.** The Credit Union 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 deposit limit per user is $5,000.00 per business day, $10,000.00 per any 7 consecutive day period, and $20,000.00 per any 30 consecutive day period. Currently there is no daily, weekly or monthly limit on the number of items as long as the respective dollar limits are not exceeded. Daily and monthly deposit limits may vary for users of other Credit Union services such as Money Mover, Pop Money, etc.
11. **Disposal of Transmitted Items.** Upon your receipt of a confirmation from the Credit Union that we have received the image of an item, you agree to prominently mark the item as “Electronically Presented”. You agree to retain each original check deposited through Mobile Deposit Capture in a secure locked location for 7 calendar days. After 7 calendar days you agree to dispose of the items(s) in a method which prevents the item(s) from being represented for payment. And you agree never to represent the item. You will promptly provide any retained item, or a sufficient copy of the front and back of the item, to the Credit Union as requested to aid in the clearing and collection process, to resolve claims by third parties with respect to any item, or for the Credit Union’s audit purposes.
12. **Hardware and Software.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by the Credit Union from time to time. See www.traviscu.org for current hardware and software specifications. The Credit Union is 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.
13. **Security Requirements.** To prevent unauthorized usage of the Service, you agree to ensure the security of the mobile device owned or used to access the Service. You are responsible for maintaining the confidentiality and security of your device, access numbers, passwords, security questions and answers, account numbers, login information and any other security or access information (collectively, “Access Information”) used by you to access the Service. You are responsible for all electronic communication, image transmission, email and other data (“Communications”) entered using your Access Information. Any Communications received through the use of your Access Information will be deemed to be sent or authorized by you. You agree to immediately notify the Credit Union if you become aware of any loss, theft or unauthorized use of any Access Information, including your mobile device(s). You are responsible for installing operating system patches, antivirus software, firewall and spyware detection, maintaining current security software, and securing the device from theft or unauthorized use. Additionally, the Credit Union may also request additional information from you.
14. **Errors.** You agree to immediately notify the Credit Union at (800) 877-8328 of any suspected errors regarding items deposited through the Services, and in no event later than 60 days after the applicable account statement is sent. Unless you notify the Credit Union 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 the Credit Union for such alleged error.

15. **Presentment.** The manner in which the items are cleared, presented for payment, and collected shall be in the Credit Union's sole discretion subject to the Membership Agreement and Disclosure and other agreements governing your account.
16. **Ownership & License.** You agree that the Credit Union retains 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 the Credit Union's business interest or contrary to any applicable state or federal law, or (iii) to the Credit Union's actual or potential economic disadvantage in any aspect. You may use the Services only for nonbusiness, 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.
17. **Acknowledging your access and consent to receive materials electronically.** To confirm to the Credit Union that you can access this information electronically, which will be similar to other electronic notices and disclosures which we will provide to you, your acceptance of this electronic disclosure is acknowledgement you are able to print on paper or electronically save this page for future reference and access, or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Your acceptance of the terms of this agreement is your consent to receive notices and disclosures in electronic format on the terms and conditions described above. You confirm that:
    - You can access and read this Mobile Deposit Capture User Agreement; and
    - You can print or save or send the disclosure to a place where it can be printed it, or for future reference and access; and
    - Until or unless you notify the Credit Union otherwise you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents which are required to be provided or made available to you by the Credit Union during the course of your use of the Services.
18. **Charges or Fees.** The Credit Union does not charge a usage fee for this Service. We reserve the right to start charging for this Service at any time. If you mis-key or otherwise incorrectly enter the amount of the check for deposit you will be assessed a fee in the amount shown on the Credit Union's current Fee Schedule for a deposit adjustment. If you deposit an ineligible item prohibited in the Eligible Items section of this agreement you will be assessed a fee in the amount shown on the Credit Union's Fee Schedule. If an item you transmit for deposit is dishonored, rejected or otherwise returned unpaid, you agree that we may charge back the amount of the return to the account the check was originally deposited to and you will be assessed a fee in the amount shown on the Credit Union's current Fee Schedule for a returned check. If there are not sufficient funds in your account to cover the amount of the returned check, the account will be overdrawn and you will be responsible for payment. You agree that the Credit Union may debit any account maintained by you in order to obtain payment of your obligations under this Agreement. You acknowledge that wireless providers may assess fees, limitations, or restrictions. You agree that you are solely responsible for all such fees, limitations, and restrictions, and that we may contact you via your wireless device for any purpose concerning your accounts at the Credit Union including but not limited to account servicing and collection purposes.
19. **DISCLAIMER OF WARRANTIES.** YOU AGREE 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 "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 MERCHANTABILITY, 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 ERROR- FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.
20. **LIMITATION OF LIABILITY.** THE CREDIT UNION'S LIABILITY FOR ERRORS OR OMISSIONS WITH RESPECT TO THE DATA TRANSMITTED OR PRINTED BY THE CREDIT UNION WILL BE LIMITED TO CORRECTING THE ERRORS OR OMISSIONS. 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 SERVICES 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 SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

21. **User warranties and indemnification.** You warrant to the Credit Union that:
    - You will only transmit eligible items.
    - Images will meet the image quality standards.
    - You will not transmit duplicate items.
    - You will not deposit or represent the original item.
    - All information you provide to the Credit Union is accurate and true.
    - Each item has not been altered and that all signatures on each check are authentic and authorized. You will comply with this Agreement and all applicable rules, laws and regulations.

    You agree to indemnify and hold harmless Travis Credit Union from any loss for breach of this warranty provision. You further agree to indemnify, defend and hold harmless the Credit Union and its membership, directors, officers, employees and agents from and against any and all losses, costs, expenses, fees (including, but not limited to, reasonable attorney fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (a) Your failure to abide by or perform any obligation imposed upon Member under this Agreement, (b) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of the service; (c) the actions, omissions or commissions of you and/or your agents relating to the service; and (d) any transmission or instruction, whether or not authorized, acted upon by the Credit Union in good faith.
22. **Termination**. Either party may terminate this Agreement upon not less than ten (10) days prior written notice to the other party. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the service, and (ii) you shall 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.
23. **Other terms.** You agree to be liable to the Credit Union for any liability, loss, or expense as provided in this Agreement that the Credit Union incurs as a result of any dispute involving your accounts or Services. You authorize the Credit Union to deduct any such liability, loss, or expense from your account without prior notice to you. You may not assign this Agreement. This Agreement is entered into in Vacaville, California, and shall be governed by the laws of the State of California and of the United States. In the event either party brings a legal action to enforce the Agreement or collect any overdrawn funds on accounts accessed under this Agreement, the prevailing party shall be entitled to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable. A determination that any provision of this Agreement is unenforceable or invalid shall not render any other provision of this Agreement unenforceable or invalid.