

Mobile Check Deposit Service User Agreement – Adopted June 1, 2014 (updated 5/1/18)

1.0 Service and Service Terms. The following terms and conditions apply to Prospera Credit Union's Mobile Check Deposit (Service) that Prospera Credit Union ("We", "Us" and "Credit Union") may provide to its members ("You", "Yours" and "Member"). Member accepts and agrees that the Service or any portion of the Service may be provided by one or more subcontractors. The provisions of Prospera Credit Union Membership and applicable service terms are incorporated into this User Agreement by reference.

2.0 Overview and definitions. This User Agreement states the terms and conditions by which Prospera Credit Union will deliver to Member, the Service, as described below.

"Access Systems" means all services, hardware, software and other technology necessary to access the Service.

"Accounts" refers to your eligible Prospera Credit Union accounts.

"Business Day" means any day which Credit Union is open to conduct substantially all of its services, but does not include Saturday, Sunday or Federal holidays.

"Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled, allows secure SSL traffic and has a camera. Your wireless carrier may assess you fees for data services. Please consult your wireless plan or provider for details.

"Good Standing" means all your Accounts at the Credit Union are not negative (including sub-Accounts opened on or after the share savings is opened), all loans associated with the Account are current (including loans opened on or after the share savings is opened) and there are no charge-off's or blocked persons associated with the Account.

"Item" means a check, a paper Item, or an electronic Item (i.e. an electronic image of an Item together with information describing that Item). Acceptable Items include personal checks, business checks, and cashiers checks. All checks must be drawn on a US financial institution and in US funds.

"Member" means a person that has a membership with Prospera Credit Union. And, because Mobile Check Deposit (MCD) is a privilege, the Credit Union will limit the use of MCD to:

- Members in Good Standing.
- A Credit Union member for at least 60 days
- Members with a valid email address
- Members who have not been unenrolled from the service by Credit Union

The Credit Union, in its sole discretion, may deny access to the Service or make the Service available prior to 60 days 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 Credit Union deems relevant.

"Service" means the specific Mobile Check Deposit Service provided by Prospera Credit Union that allows members to make deposits from home or other remote locations by delivering images and the associated deposit information to Credit Union or Credit Union's designated processor. The Service shall only be provided for Items received for deposit into an Account at Prospera Credit Union.

“Service Start Date” means the date that the Service is first utilized by the Member.

“Subcontractors” means any third-party service provider of the Service.

“Term” shall mean the term of this User Agreement beginning as of the Service Start Date until terminated as provided herein.

3.0 Acceptance of these Terms. Your use of the Service constitutes your acceptance of this User Agreement. This User Agreement is subject to change from time to time. We will notify you of any material change via e-mail, text message, online secure message, or on our website(s) by providing a link to the revised User Agreement. You will be prompted to accept or reject any material change to this User Agreement the next time you use the Service after Credit Union has made the change. Your acceptance of the revised terms and conditions along with the continued use of the Service will indicate your consent to be bound by the revised User Agreement. Further, Credit Union reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. Your continued use of the Service will indicate your acceptance of any such changes to the Service.

3.1 Limitations of Service. When using the Service, you may experience technical or other difficulties. We will attempt to post alerts on our website or send an email 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 Credit Union is not responsible for any errors or failures from any malfunction of any devices or access systems, and the Credit Union is not responsible for any related problems that may be associated with the access to or use of the Service. Further, Credit Union does not and cannot control the flow of data to or from Credit Union’s network, its service provider’s networks or other portions of the Internet. Accordingly, Credit Union hereby disclaims any and all liability resulting from or related to such events.

3.2 Fees. Currently, we do not charge a fee for the Mobile Check Deposit Service. However, we reserve the right to charge a fee in the future. If we decide to do so, we will provide you with a notice of change in terms as set forth in this User Agreement.

4.0 Member Obligations and Suspension of Service.

4.1 System Requirements. Any mobile device driven by Android or Apple.

4.2 Member Responsibilities. To access your Account(s) with the Credit Union, Member must have an eligible Account in Good Standing with the Credit Union. When using the Service, Member shall provide, at Member’s sole cost and expense, all Devices or Access Systems and Member shall be solely responsible for installing, maintaining, securing and supporting all such Devices or Access Systems.

4.2.1 Email Address. Member agrees to have a valid email address on file with the Credit Union and to notify Credit Union immediately if you change your email address, as this is the email address where we will send you notifications specific to Mobile Check Deposit Items.

4.2.2 Use of Service. You agree to accept responsibility to learn how to use the Service. You further agree to contact us directly if you have any problems with the Service. We may modify the Service at our sole discretion. In the event of any modifications, you are responsible for

learning to use the updated Service. In addition, you are solely responsible for the proper use of your Device. We will not be liable for any losses caused by your failure to properly use the Service or your Device.

4.2.3 Account Ownership. You warrant and represent that you are an authorized user of the Device you will use to access the Mobile Check Deposit Service. You agree not to misrepresent your identity.

4.2.4 User Security. You agree to take precautions to ensure the safety, security and integrity of your Account and transaction while using the Service. You agree not to leave your Device unattended while logged in and to immediately log off at the completion of each access by you. You agree not to provide your username, password or other access information to any unauthorized person. If you permit other persons to use your Device, login or other means to access the Service, you are fully and wholly responsible for any transactions they may authorize.

4.2.5 Notices. Member agrees that any notices required or permitted under this User Agreement may be given electronically as stated in the attached ESIGN disclosure.

4.2.6 Handling /Storage/Disposal of Transmitted Items. Member shall be responsible for safekeeping and destruction of original Items which are photographed, transmitted electronically and deposited using the Service and indemnifies and holds Credit Union harmless from any liability with respect to

- (i) the safekeeping, use or destruction of the original Items after they are photographed, transmitted and deposited electronically using the Service, or
- (ii) for any Items being submitted for deposit or presented for payment more than once.

Upon your receipt of a confirmation from Credit Union 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 Credit Union upon request.

4.2.7 Errors and Account Statement Examination. Member agrees to notify Credit Union of any suspected errors regarding Items deposited through the Service right away. Unless Member notifies Credit Union of any errors to deposits made through the Service within 60 days after the applicable Account statement is mailed or otherwise provided to Member, such statement regarding all deposits made through the Service shall be deemed to be correct and you are prohibited from bringing a claim against Credit Union for such alleged error.

4.2.8 Eligible Items. Member agrees 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 Credit Union 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. Acceptable Items include personal checks, business checks, and cashiers checks. All checks must be drawn on a US financial institution and in US funds.

4.2.9 Ineligible Items. Member agrees that they will not scan and deposit any of the following types of checks or other Items which shall be considered ineligible Items:

- Checks payable to any person or entity other than the person or entity that owns the

Account that the check is 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 Credit Union's current procedures relating to the Service or which are otherwise not acceptable under the terms of your Credit Union Account.
- 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 User

Agreement.

- Checks that have previously been submitted through the Service or through a Mobile Check Deposit 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.

4.2.10 Endorsements and Procedures. Member agrees to legibly endorse any Item transmitted through the Service. It is understood that the Member will only be transmitting electronic images of the front and back of Items. In order for an Item to be processed for deposit, it must be restrictively endorsed in the proper location on the back of the Item with the following words: "For Mobile Deposit Only" or check box that is pre-printed on the check stating "for Mobile Deposit Only."

4.3 Image Quality. The image of an Item transmitted to Credit Union using the Service must be legible, as determined in the sole discretion of Credit Union. Without limiting the foregoing, the image quality of the Items must comply with the requirements established from time to time by Credit Union, ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearinghouse or association.

4.4 Withdrawal of Access/Suspension of Service. The Credit Union reserves the right to deny, suspend or revoke access to the Service immediately, in whole or in part, in its sole discretion, without notice if Credit Union believes Member is in breach of this User Agreement or otherwise using or accessing the Service inconsistent with the terms and conditions hereof. Further, the Credit Union or its subcontractor shall have the right to suspend the Service immediately in the event of an emergency.

5.0 Receipt of Items. We reserve the right to reject any Item transmitted through the 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. Images of Items transmitted by Member are not considered received by Credit Union until Member has received an electronic confirmation of the receipt of the deposit from Credit Union. However, receipt of such confirmation from Credit Union 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 Credit Union is not liable for any loss, costs, or fees you may incur as a result of our chargeback of an ineligible Item.

5.1 Funds Availability. You agree that Items transmitted using the Service are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC. Items transmitted using the Service will be handled in accordance with Prospera Credit Union's Funds Availability Policy and Matching Funds Policy. Items transmitted by the Member and received by Credit Union or its subcontractors by 4:00 p.m. Central Standard Time on any Business Day, may be credited to the Member's applicable account on the same Business Day. Items received by Credit Union after 4:00 p.m. Central Standard Time on any Business Day may be credited to the Member's applicable account on the next successive Business Day.

In Credit Union's sole discretion, availability to funds deposited using the Service may be delayed if there is an emergency, such as failure of communications or computer equipment, You deposit more than 10 checks per day, or You deposit \$10,000 worth of checks in a single Business Day or in a rolling thirty-day period. 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 Credit Union, in its sole discretion, deems relevant.

Any crediting of the Member's account for Items deposited via this Service is provisional, subject to verification and final settlement. Any dishonored Items will be returned as an image of the original or a substitute check as the charged-back Item. Any dishonored Item is subject to a fee according to the Credit Union Fee Schedule at the time of the return.

5.2 Item Presentment. The manner in which the Items are cleared, presented for payment, and collected shall be in Credit Union's sole discretion subject to the Member Services Agreement governing your Account.

5.3 Deposit Limits. We have established limits on the dollar amount and/or number of Items or deposits. If you attempt to initiate a deposit in excess of these limits, we will 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 User Agreement, and we will not be obligated to allow such a deposit at other times. The current daily deposit limit is \$10,000 per Business Day. The current daily limit on the number of Items which can be presented is 10. The current rolling 30 day deposit limit is \$10,000. We reserve the right to change these limits at any time without prior notice to you.

6.0 User Warranties and Indemnification. You make the following warranties and representations with respect to your use of the Service and each image of an original check you transmit to us using the Service:

- You will only transmit eligible Items.
- Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- The amount, the payee(s), signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.
- You will not transmit duplicate Items.
- Each check that you submit to us for deposit will not be re-submitted or re-deposited in any format to us or to any other person or financial institution for payment resulting in the same drawer's account to be debited twice.

- You will not use the Service and/or your Account for any illegal activity or transactions.
- Files and images transmitted to us will not knowingly contain viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.
- All information you provide to Credit Union is accurate and true.
- You are not aware of any factor which may impair the collectability of the Item.
- You agree to indemnify and hold harmless Credit Union from any loss for breach of this warranty provision.

6.1 Cooperation with Investigations. You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer claims, 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.

7.0 Enforceability. We may waive enforcement of any provision of this User Agreement. No waiver of a breach of this User Agreement shall constitute a waiver of any prior or subsequent breach of the User Agreement. Any such waiver shall not affect our rights with respect to any other transaction or to modify the terms of this User Agreement. In the event that any provision of this User Agreement shall be deemed to be invalid, illegal, or unenforceable to any extent, the remainder of the User Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8.0 Ownership & License. You agree that Credit Union retains all ownership and proprietary rights in the Service, associated content, technology, and website(s). Your use of the Service is subject to and conditioned upon your complete compliance with this User Agreement. Without limiting the effect of the foregoing, any breach of this User Agreement immediately terminates your right to use the Service. Without limiting the effect of the foregoing, you may not use the Service:

- in any anti-competitive manner;
- for any purpose which would be contrary to Credit Union's business interest; or
- to Credit Union's actual or potential economic disadvantage in any aspect.

You may use the Service only for use in accordance with this User 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.

9.0 Termination. Credit Union may immediately terminate the Service or any portion of the Service if Credit Union determines that such Service or portion of any Service is in violation of any law or regulation, or in its sole discretion and with notice, decides to cease providing this Service. Except in the event of emergency or to safeguard Credit Union's Accounts, networks or systems, Credit Union shall give written notice of such termination or access limitation, which may be given by online secure message, or sent to you at the address shown on our records, or sent to you by electronic mail message (email). Member may terminate the Service with notice to Credit Union in person, by phone, written notification through postal mail or by electronic mail message (email). No minimum time is required by the member for notification to Credit Union.

10.0 Disclaimer of Warranties. You agree your use of the 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 Service, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We make no warrant that the 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 service or technology will be corrected.

11.0 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 Service incurred by you or any third party arising from or related to the use, inability to use, or the termination of the use of this Service, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if Prospera Credit Union has been informed of the possibility thereof.

Prospera Credit Union MCD E-Sign Disclosure

The following disclosure is required by the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and the Wisconsin Uniform Electronic Transactions Act (UETA). Please read this disclosure carefully and retain a copy for your records. By proceeding forward, you agree that you have read and agree to the terms of this disclosure and that you consent to transact business electronically, including receiving Mobile Check Deposit documents and disclosures electronically in lieu of paper documents and disclosures.

Electronic Delivery of Disclosures and Notices

By proceeding forward and signing the document(s), you are consenting to receive documents and disclosures relating to the Mobile Check Deposit service. By consenting to electronic delivery of these documents and disclosures, you agree to provide Prospera Credit Union (PCU) with your current email address and update us as to any changes in such information by updating it through ITSME247 online banking or at a PCU branch.

Requesting Paper Copies

You are not required to receive these documents and disclosures electronically. Even after consenting to this disclosure, you retain the right to request a paper copy of the documents and disclosures related to the Mobile Check Deposit. If you would like to receive a paper copy, please contact PCU at 920-882-4800 or info@myprospera.com to request the document(s). You may incur a charge for the paper copies.

Withdrawal of Consent

You may withdraw your consent to receive electronic documents and disclosures at any time. If after consenting to receive Mobile Check Deposit documents and disclosures electronically you wish to withdraw that consent, you may do so by contacting PCU at 920-882-4800 or at any PCU branch. You may also email info@myprospera.com with your name, address, telephone number, and the fact that you are withdrawing consent.

Hardware and Software Requirement

To access, view, and retain the Mobile Check Deposit documents and disclosures electronically, you must have:

- A personal computer or other device that is capable of accessing the internet
- An internet web browser with capabilities to support a minimum of 128-bit encryption
- Software which permits you to receive, access, and print Portable Document Format (PDF) files, such as Adobe Reader® version 8.0 and above.

Termination and Changes

We reserve the right, in our sole discretion, to discontinue this provision of providing the Mobile Check Deposit documents and disclosures electronically, or to terminate or change the terms and conditions on which we provide Mobile Check Deposit electronically. We will provide you with notice of any such termination or change as required by law.