Holyoke Credit Union

Mobile Deposit User Agreement

This Mobile Deposit User Agreement ("Agreement") contains the terms and conditions governing your use of the mobile deposit service ("Service") that Holyoke Credit Union ("HCU") may provide to you. Other agreements you have entered into with HCU, including the Deposit Account Agreement and Disclosures governing your HCU account, are incorporated by reference and made a part of this Agreement.

1. Service. The Service is designed to allow you to make deposits to your checking, savings, or money market savings accounts from home or other remote locations by converting your checks into images with a supported mobile device and delivering the images and associated deposit information to HCU via an application (the "Mobile Access App") installed on the mobile device.

2. Qualifications and Use Requirements. To use HCU's Mobile Access App to deposit checks you must:

- Be an owner of an account in good standing at HCU for at least 60 days
- Have an internet-enabled Android™ , iPhone® or iPad® device with a camera
- Be enrolled in HCU's Online Banking
- Have HCU's Mobile Access App on your mobile device
- Be an HCU member with an active checking, savings or money market account..

You agree that: you may use the Service only for non-business, personal purposes; your use is subject to and conditioned upon your complete compliance with this Agreement; and you will follow any and all procedures and instructions for use of the Service as HCU may establish from time to time.

3. Fees. Regular transaction fees associated with your account(s) will apply. There currently is no additional charge for this Service, although your mobile or data service carrier may apply its own or other third party fees for which you are responsible. HCU may, with at least thirty (30) days prior notice to you, charge a fee for the Service that is consistent with applicable law.

4. Acceptance of These Terms As May Be Modified. ***Your use of the Service constitutes your acceptance of this Agreement.*** This Agreement is subject to change from time to time. HCU will notify you of any material change via an alert when you sign into your online banking system, via email or on our website by providing a link to the revised Agreement. **Your continued use of the Service following notice of such change will indicate your acceptance of the revised Agreement.** Further, HCU reserves the right, in its sole discretion, to change, modify, add, or remove portions from the Service. **Your continued use of the Service following implementation of such changes to the Service will indicate your acceptance of the Service as modified.**

S. Hardware and Software. Use of the Service is conditioned upon you obtaining and maintaining, at your expense, a supported mobile device with compatible hardware and software as specified by HCU from time to time and a suitable data service. HCU does not guarantee that your particular mobile device, mobile device camera, mobile device operating system, mobile carrier, or data service will be compatible with the Service. HCU is not responsible for any third party software you may need to use the Service. Any such software is subject to the terms and conditions of the software agreement or agreements you enter into directly with the third party software provider at time of download and installation or otherwise.

6. Security of Your Mobile Device and Account Information. You are responsible for: (i) maintaining the confidentiality and security of your mobile device, user identification(s), password(s), security question(s) and answer(s), and account number(s), and any other security or access information used by you to access the Service (collectively, "Access Information"); and (ii) preventing unauthorized access to or use of the information, files or data that you store, transmit or use in or with the Service (collectively, "Account Information"). You agree not to share your Access Information with anyone. You will be responsible for all electronic communications, including image transmissions, email and other data transmitted or entered using the Access Information. Any communications received through the use of the Access Information will be deemed to be sent or authorized by you. You agree to immediately notify HCU if you become aware of any loss, theft or unauthorized use of any Access Information or your mobile device. HCU reserves the right to deny you access to the Service (or any part thereof) if we believe that any loss, theft or unauthorized use of Access Information has occurred.

7. Limitations of Service. HCU is not responsible for any technical or other difficulties or any resulting damages that you may incur using the Service. For security and other reasons, HCU reserves the right to change the qualifications to use the Service and to change, suspend or discontinue the Service, or your use of the Service, in whole or in part, immediately and at any time without prior notice to you.

8. Eligible Items. You agree to make an image of and deposit only "checks," as that term is defined in Federal Reserve Regulation CC ("Reg CC"), and only those checks that are permissible under this agreement. You agree that the image of the check transmitted to HCU shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code as adopted in Massachusetts.

9. Ineligible Items. You agree that you will not use this Service to deposit any checks or other items as shown below:

1. Checks or items payable to any person or entity other than you.
2. Checks or items drawn or otherwise issued by you or any other person on any of your accounts or any account on which you are an authorized signer or joint account holder.
3. 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.
4. Checks or items previously converted to a substitute check, as defined in Reg CC.
5. Checks or items drawn on a financial institution located outside the United States.
6. Checks or items that are remotely created checks, as defined in Reg CC.
7. Checks or items not payable in United States currency.
8. Checks or items dated more than 6 months prior to the date of deposit.
9. Checks or items prohibited by HCU's current procedures relating to the Service or which are otherwise not acceptable under the terms of your HCU account.

10. Image Quality. You are responsible for the image quality of any check or item that you transmit. The image of an item transmitted to HCU using the Service must be legible. The image quality of the items must comply with the requirements established from time to time by ANSI, the Board of Governors of the Federal Reserve Board, or any other regulatory agency, clearing house or association. You agree that HCU shall not be liable for any damages resulting from poor image quality of a check or item, including but not limited to damages related to rejection or the delayed or improper crediting of such a check or item, or from any inaccurate information you supply regarding the check or items.

11. Endorsements and Procedures. You agree to restrictively endorse any item transmitted through the Service as "For mobile deposit only, HCU account #_____," or as otherwise instructed by HCU.

12. Receipt of Items. HCU reserves the right to reject any item transmitted through the Service, at our discretion, without liability to you. HCU is not responsible for items HCU does 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 HCU that HCU has received the image. Receipt of such confirmation does not mean that the transmission was error free or complete.

13. Availability of Funds. You agree that items transmitted using this Service are subject to the funds availability requirements of Federal Reserve Board Regulation CC. In general, if a check or item deposited thru this Service is received and accepted on or before 3:00 PM EST Monday thru Friday, HCU considers that day to be the day of your deposit and up to $275.00 may be immediately available and the remainder typically available for withdrawal by the second business day after the day of the deposit. If the deposit is made after 3:00 PM EST, HCU will consider that the deposit was made on the next business day that HCU is open. HCU may delay availability of funds 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 HCU, in its sole discretion, deems relevant. Additional detail with respect to HCU's Funds Availability Policy is located in your Deposit Account Agreement.

14. Retention and Disposal of Transmitted Items. To mitigate fraud or the presentment of duplicate items, you agree to clearly mark "Electronic Deposit on Date" (the date being the month, day, and year of your deposit) in a blank area on the top half of the front of the original paper check(s) after successfully sending the check image and receiving confirmation that the item was received and accepted by HCU for deposit. You will maintain control over and be responsible for the secure retention, storage and disposal of the original paper check(s) for which you have created a mobile deposit. After transmitting the check image to us, you will retain the original paper check(s) for a minimum of fourteen (14) calendar days from the transmission date. You will retain and store the original paper check(s) in a secure location that is only accessible by persons needing access to them. During this retention period and upon our request, you agree to provide HCU with the original paper check(s) to process a payment or resolve a dispute arising from the deposit. Once the retention period has expired, you will securely destroy the original paper check(s) that you used to make the mobile remote deposit.

15. Deposit Limits. The maximum daily limit for mobile deposits is $9,500. This limit may be modified from time to time. If you attempt to initiate a deposit in excess of this limit, HCU may reject your deposit. If HCU permits you to make a deposit in excess of this limit, such deposit will be subject to the terms of this agreement, and HCU will not be obligated to allow such a deposit at other times.

16. Errors. You agree to notify HCU of any suspected errors regarding items deposited through the Service right away, and in no event later than 60 days after the applicable HCU account statement is sent. Unless you notify HCU within 60 days, such statement regarding all deposits made through the Service shall be conclusively deemed correct.

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

18. Ownership & License. You agree that HCU and its licensors retain all ownership and proprietary rights in the Service and associated software, content, technology, and website(s), including all intellectual property rights therein. You may not copy, reproduce, distribute or create derivative works from the software, content, technology, or websites associated with the Service, and you agree not to reverse engineer or reverse compile any of the technology used to provide the Service.

19. Termination. HCU may terminate this Agreement at any time for any reason. This Agreement shall remain in full force and effect unless and until it is terminated by HCU.

20. DISCLAIMER OF WARRANTIES. YOU AGREE THE SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS USED BY YOU AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HCU DISCLAIMS 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 NONINFRINGEMENT. HCU MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT ARE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (iv) ANY ERRORS IN THE SERVICE OR TECHNOLOGY WILL BE CORRECTED.

21. LIMITATION OF LIABILITY. YOU AGREE THAT HCU 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, OR DATA OR FOR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR TERMINATION OF THE USE OF THIS SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF HCU HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

22. User Warranties and Indemnification. You warrant to HCU that:

1. You will only transmit eligible items.
2. Transmitted images will meet the image quality standards.
3. You will not transmit duplicate items.
4. You will not deposit, redeposit or represent the original item with HCU or any other party.
5. All information you provide to HCU is accurate and true.
6. You will comply with this Agreement and all applicable rules, laws and regulations.
7. You are not aware of any factor which may impair the collectability of the item.

You agree to indemnify and hold harmless HCU from any loss for breach of this Agreement, including but not limited to the preceding warranty provision.

23. Other Terms. You may not assign this Agreement. This Agreement is entered into in Massachusetts, and shall be governed by and construed in accordance with the laws of Massachusetts and of the United States, without giving effect to any choice of law or conflicts of laws provisions or rule of any jurisdiction that would cause the substantive laws of any other jurisdiction to apply. You hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts and of the United States of America located in Hampden or Hampshire County, Massachusetts for any actions, suits or proceedings arising out of or relating to this Agreement, and agree that any such actions shall only be filed in such courts. This Agreement shall be binding upon and inure to the benefit of any successors and assigns of the Parties. If any portion or provision of this Agreement shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.