



**PINNACLE FEDERAL CREDIT UNION**  
**Mobile Check Deposit Agreement and Disclosure**

This disclosure is being provided in addition to your Pinnacle Federal Credit Union Membership and Account Agreement (the "Membership Agreement") and Electronic Funds Transfer Agreement and Disclosure ("EFT Agreement"). In this Disclosure and Agreement, the words "you," "your", "member" and "Accountholder" mean the member that applied for and/or uses any of the Mobile Check Deposit Services ("Mobile Check Deposit," "Service") described in this Disclosure and Agreement. The words "we," "us," "ours," and "the Credit Union" mean Pinnacle Federal Credit Union.

Your use of the Mobile Check Deposit Services shall be governed by this Disclosure and Agreement, along with the Membership Agreement, the EFT Agreement and applicable law. In the event of a discrepancy between this Disclosure and Agreement, the Membership Agreement, or the EFT Agreement, this Disclosure and Agreement will supersede all other information, documents, disclosures, agreements, and addendum.

You understand that your use of the Mobile Check Deposit Services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement, and that our approval of your use of Mobile Check Deposit must occur before you can use the Service. You agree to comply with the hardware and software requirements of the Service set forth by the Credit Union and our service providers.

**USE OF THE SERVICE**

Upon acceptance of this Disclosure and Agreement and our approval, you will be authorized by us to remotely deposit a valid paper check ("check," "item") that has been made payable to you, or to a joint owner on your Pinnacle Federal Credit Union account ("Account"), or to the Credit Union, to your Account by using Mobile Check Deposit to electronically transmit a digital image of the check ("image," "item") to us.

Upon receipt of an image, you will receive a confirmation of receipt. This confirmation does not verify that the image/item is acceptable for deposit. It only confirms that the image has been sent and verifies the item amount. You may be asked for additional images of the check or for more information before the image will be considered for deposit.

Following receipt of the image, we may process the image by clearing the item as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any item for deposit into your Account. You understand that any amount credited to your Account for any item deposited using the Service will be considered provisional until such time that we receive payment for the item from the financial institution on which the item was drawn.

You understand that we are not responsible for errors in images that may prevent or delay the deposit of funds into your Account, and that we are not responsible for any image that we do not receive.

You agree that you will not:

Modify, change or alter any item or image;

Modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or de-compile the technology or the Service; Copy or reproduce all or any part of the technology or the Service; or

Interfere, or attempt to interfere, with the technology or the Service.

## **MOBILE CHECK DEPOSIT**

You may use Mobile Check Deposit to deposit items to your Account by creating an image of the item using a Mobile Check Deposit Device, and transmitting that image to us for deposit by means of your Mobile Banking Log On, User ID and Password. You may transmit images to us only from a Mobile Check Deposit Device located in the United States. Although the Credit Union's Electronic Funds Transfer Disclosure governs your use of Mobile Banking and your User ID and Password as they relate to certain features or functions of Mobile Banking, the Electronic Funds Transfer Disclosure does not govern the Mobile Check Deposit or transactions conducted through the Mobile Check Deposit.

You agree to endorse any item transmitted through the Service with your signature and adding the restrictive endorsement "For Mobile Check Deposit only, Pinnacle Federal Credit Union or as otherwise instructed by us, prior to transmission of the item. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree Credit Union may, in its sole discretion and without prior notice to you, reject items not endorsed as set forth herein or as otherwise established by us from time to time. You may complete more than one Mobile Check Deposit as long as the maximum Mobile Check Deposit limit is not exceeded.

## **Hardware and Software Requirements**

You agree to transmit an image to us using only a Mobile Check Deposit Device expressly authorized by us for your use to transmit images. We may, but are not required to, reject images that you transmit to us with an unapproved Mobile Check Deposit Device or by other means to which we have not given our consent. Any Mobile Check Deposit Device that you use to transmit images to us pursuant to this Agreement must be approved by us. We may change the list of approved Mobile Check Deposit Devices from time to time.

You are responsible for the security of the Mobile Check Deposit Device and for allowing its use only by individuals authorized by you. You agree to implement and maintain specific internal security controls to protect the Mobile Check Deposit Device and customer information. We may require that you implement and maintain additional specific controls, and we may notify you of those controls and amend them from time to time. You are responsible for all costs of using the Service and operating the Mobile Check Deposit Device, including, but not limited to, telephone and internet service charges. You are responsible for maintaining the system's capacity and connectivity required for use of the Mobile Check Deposit. We shall notify you of those requirements, and we may amend them from time to time.

## **Image Quality**

You are responsible for the image quality of any image that you transmit. If an image that we receive from you or for deposit to your Account is not of sufficient quality to satisfy our image quality standards as we may establish them from time to time, we may reject the image without prior notice to you. Each image must include the front and back of the item and the following information must be clearly readable: amount, payee name, drawer signature, date, check number, account number, routing and transit number, MICR (Magnetic Ink Character Recognition) line, and any endorsement or other information written on the check.

## **Processing Images**

You authorize us to process any image that you send us or convert an image to an Image Replacement Document. You authorize us and any other financial institution to which an image is sent to handle the image or IRD.

## **Limits**

We may establish limits on the dollar amount and/or number of items or deposits permitted to be deposited by you through use of the Mobile Check Deposit 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 the established 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.

## **Deposit of other items; deposits when Service not available**

You agree that you will not use the Mobile Check Deposit to deposit anything not meeting the definition of an item. If you use the Mobile Check Deposit to transmit anything that is not an item, or if for any reason we are not able to recognize something transmitted as an item, we may reject it without prior notice to you. You agree to make those deposits through other channels that we offer, such as at a Credit Union branch, ATM, or mail. You further agree to use such other channels when the Mobile Check Deposit may not be available.

## **Returned items**

You are solely responsible for any item for which you have been given provisional credit, and any such item that is returned or rejected may be charged to your Account or any other account in your name. You acknowledge that all credits received for deposits made through the Mobile Check Deposit are provisional, subject to verification and final settlement. Any item that we return to you will be returned in the form of an image or an IRD.

## **Handling of Transmitted Items**

You agree not to allow an item to be deposited or presented for payment more than once to the extent that it could result in the payment of the item more than once. You will not allow the transmission of an image of an item that has already been presented to us or to any financial institution by any other means. You will not allow transmission of an image of an item that has already been transmitted through the Service. If an image of an item has been transmitted to us or to any other financial institution, you will not allow the item to be subsequently presented by any other means. If any item is

presented or deposited more than once, whether by image or by any other means, we may, at our discretion, reject it or return it and charge it against your Account without prior notice to you. For any image which you have transmitted, you shall be responsible for preventing the transmission of another image of the item or presentment of the item by any other means. You agree to retain the item for at least 60 calendar days from the date of the image transmission, and thereafter to either destroy any item of which you have transmitted an image, or to otherwise render it incapable of transmission or presentment.

### **Cooperation with Investigations**

You agree to cooperate with us in the review or investigation of any transactions, poor quality transmissions or claims, including, without limitation, by providing, upon request and without further cost, any originals or copies of items in your possession and your records relating to items and transmissions.

### **Item Processing**

At our sole discretion, we may process the images you send to us electronically through other financial institutions, or we may create image Replacement Documents that will be processed through traditional check processing methods. If you send us images that are incomplete, that fail to satisfy our image quality requirements, or otherwise do not allow us to meet the requirements of Check 21 or any image exchange agreement that would cover our further electronic transmission of images that you send us, or we are otherwise unable to process images that you send us, we may charge the images back to your account. You agree to be bound by any clearinghouse agreements, operating circulars, and image exchange agreements to which we are a party.

### **Receipt of items**

We reserve the right to reject any image or item transmitted through the Service, at our discretion, without liability to you. We are not responsible for images we do not receive or for images that are dropped during transmission. An image of an item shall be deemed received only when you receive a confirmation from us that we have received the image and accepted your deposit. However, the confirmation that we send you does not mean that the transmission was complete or error free.

### **BUSINESS DAY AND FUNDS AVAILABILITY DISCLOSURE**

If an image you transmit through the Service is received and accepted before 4:00 p.m. Eastern Time on a business day that we are open, we consider that day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next business day we are open. For determining the availability of a deposit, every day is a business day except Saturdays, Sundays, and federal holidays.

You agree, however, that items transmitted through the Service are not subject to the funds availability requirements set forth in the "Funds Availability Policy and Disclosure" section of the Credit Union's Deposit Agreement or Regulation CC of the Federal Reserve Board. We reserve the right to delay availability up to 30 days from the date we receive payment for items transmitted through the Service.

### **UNACCEPTABLE DEPOSITS**

You understand and agree that you are not permitted to deposit the following items using the Service:

Any item not drawn on a credit union, savings and loan, financial institution not located in the United States.

Any item drawn on your Account.

Any item made payable to "cash".

Any item payable to a member and another party who is not a joint owner on the Account.

Any third-party checks (checks made payable to any person or entity other than a member).

Any item that is stamped "non-negotiable," "void," or any other word or phrase indicating that the item is not valid.

Any item that appears to contain altered information.

Any item issued by a financial institution in a foreign country, or is written for an amount in non U.S. currency.

Any traveler's checks.

Any item that is incomplete or contains incomplete information.

Any item that is "post-dated" or "stale-dated" per our current guidelines.

Any item that has been previously negotiated or deposited into any account.

## **REJECTION OF DEPOSIT**

You understand that you are solely responsible for any service charges, overdraft charges, late fees, and returned check/non-sufficient funds charges levied against you, your Account, or any accounts you may have at other financial institutions that may result from our rejection of any item, check holds, or deposit delays of any kind.

## **DEPOSITED ITEMS RETURNED UNPAID**

In the event that an item that you transmit to us for remote deposit for credit to your Account is dishonored, rejected, or returned for any reason, you authorize us to debit the amount of the item from your Account, or offset the amount from any of your other accounts, and assess appropriate fees per your Membership Agreement and Pinnacle Federal Credit Union Rate and Fee Schedule. You understand that returned deposit activity may result in the cancellation of your Mobile Check Deposit privileges. You will be notified of any returned items.

## **Fees**

There are no monthly fees charged for the Service and no per item deposit fee for use of the Service. For any fees associated with your Account see Pinnacle Federal Credit Union Rate and Fee Schedule.

## **SERVICE UNAVAILABILITY**

You understand and agree that the Service may, at times, be temporarily unavailable due to system maintenance or technical difficulties that are within or beyond our control, including but not limited to those of the Internet service provider, cellular service provider, internet software. In the event that the Service is unavailable, you understand that you can deposit an original check at our branch, shared branch or through an ATM that accepts deposits. It is your sole responsibility to verify that items deposited using the Service have been received and accepted for deposit by us.

## **RELATIONSHIP TO OTHER DISCLOSURES**

The information in this Disclosure and Agreement applies only to the Services described herein, Provisions in other disclosure documents, as may be revised from time to time, remain effective for all aspects of your Account.

## **GOVERNING LAW**

You understand and agree that this Disclosure and Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with federal law and the laws of the State of Kentucky, 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 of Kentucky.

## **CHANGES TO CONTACT INFORMATION**

You agree to notify us immediately of any changes to your contact information, including your email address, residential and/ or mailing address, and telephone number(s), so that all your records at The Pinnacle Federal Credit Union can be updated accordingly. You authorize us to send information and inquiries to the email address we have on file for your Account.

## **ACCOUNTHOLDER'S WARRANTIES**

You make the following warranties and representations with respect to each image of an original check you transmit to us utilizing the Service:

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 alterations.

The amount, payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate.

You will not deposit or otherwise endorse to a third party the original item (the original check) and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the person will be asked to make payment based on an item it has already paid.

Other than the digital image of an original check that you remotely deposit through the Service, there are no other duplicate images of the original check.

The information you provided to use the Service remains true and correct and, in the event any such information changes, you will immediately notify us of the change.

You have not knowingly failed to communicate any material information to us.

You have possession of each original check you have deposited using the Service and no party will re-submit any original check for payment that has already been submitted to us or to another financial institution.

Files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

### **STORAGE OF ORIGINAL CHECKS**

You must securely store each original check that you deposit using the Service for a period of thirty (30) days after transmission to us. You shall mark any original check submitted via Mobile Check Deposit which the Credit Union has accepted as "For Mobile Deposit" next to the signature endorsement. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

### **ACCOUNTHOLDER'S INDEMNIFICATION OBLIGATION**

You understand and agree that you indemnify us and hold us harmless against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Service and/or breach of this Disclosure and Agreement. You understand and agree that this indemnification shall survive the termination of this Agreement.

### **IN CASE OF ERRORS**

In the event that you believe there has been an error with respect to any original check or image transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error. Please refer to your EFT Agreement for information on error reporting and resolutions.

### **PERIODIC STATEMENT AND ERROR RESOLUTION**

Any remote deposits made through the Service will be reflected on your monthly account statement. You understand and agree that you are required to notify us of any error relating to images transmitted using the Service as reflected on your account statement. Please refer to your EFT Agreement for error reporting and resolution.

### **WARRANTIES**

YOU UNDERSTAND THAT PINNACLE FEDERAL CREDIT UNION DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PINNACLE FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE 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.

### **CHANGE IN TERMS**

We may amend, modify, add to, delete from, or change the information or terms for the Service indicated in this Disclosure and Agreement from time to time without notice to you, and you agree to accept these changes to information and terms.

### **TERMINATION OF THE SERVICES**

You may terminate the Service provided for in this Disclosure and Agreement by contacting us in writing at Pinnacle Federal Credit Union, 135 Raritan Center Parkway, Edison, NJ 08837 Attention: Member Services. We may terminate your use of the Service at any time without notice. In the event of termination of the Service, you will remain liable for all transactions performed on your Account.