



## Online Banking, Mobile Banking, and Remote Deposit Agreement

Please read this Agreement carefully before accessing or using these services. By accessing or using these services, you agree to be bound by the terms and conditions set forth below. If you do not wish to be bound by these terms and conditions, you may not access or use these services.

This Agreement is the contract which covers your and our rights and responsibilities concerning Online Banking and Mobile Banking services offered to you by Credit Union of Colorado, A Federal Credit Union. In this Agreement, the words "you" and "yours" mean those who access Online Banking or Mobile Banking, any joint owners of accounts accessed under this Agreement, and any authorized users of the service. The words "we," "us," and "credit union" mean Credit Union of Colorado, A Federal Credit Union. The word "account" means any one or more share or loan accounts or any other accounts you have with the credit union. "Device" means a supportable mobile device including a cellular phone or other mobile device that is web-enabled and allows secure SSL traffic which is also capable of receiving text messages. "Mobile Banking" means the banking services accessible from the device.

By requesting and using the Online Banking and Mobile Banking service, each of you, jointly and severally, agree to the terms and conditions in this Agreement, and any amendments. In addition to the terms herein, you acknowledge the receipt and incorporation herein of the terms of your Membership and Account Agreement with the Credit Union, which shall also govern our relationship with you. To the extent that the terms of a specific provision in this Agreement vary from the terms set forth in the Membership and Account Agreement, the specific terms and conditions of this Agreement will govern our relationship with you with regard to the services specially described herein.

**1. Online Banking Services.** You must use your user name and password to access your accounts. Online Banking is accessible seven (7) days a week, 24 hours a day. However, the system may be temporarily unavailable from time to time for maintenance. You will need a personal computer and a web browser (such as Microsoft Internet Explorer, Safari or Firefox) to access Online Banking. The online address for Online Banking is [www.cuofco.org](http://www.cuofco.org). You are responsible for the installation, maintenance and operation of your computer and modem and/or other Internet connection device. The credit union will not be responsible for any errors or failures involving any telephone or other Internet service, or your computer. Online Banking services include, but may not be limited to:

- Withdraw funds by check via mail from your deposit accounts.
- Transfer funds between your deposit accounts.
- Obtain balance information for all of your accounts.
- Make loan payments from your deposit accounts.
- Access your VISA Credit Card and loan accounts.
- Obtain tax information on dividends earned on deposit accounts or interest paid on loan accounts.
- Review account balance and transaction history.
- Obtain current loan interest rates, account histories and dividend rates.
- Transfer funds from your account to another account at the credit union.
- Transfer funds to or from another financial institution (External Transfers).
- Pay bills from your money market or checking account using the Bill Pay Service.
- Communicate with the credit union using the electronic mail (E-mail) link: [contact us](#).
- Obtain copies of statements.
- Order check copies.
- Place a stop payment on personal or business checks.
- Reorder personal or business checks.
- Change your user name and password.
- Update your address and other contact information.



**The credit union does not make any warranty, express or implied, to you regarding the Quicken or Money software programs including but not limited to any warranty of merchantability or fitness for a particular purpose.**

**2. Online Banking Service Limitations.** The following limitations on Online Banking transactions may apply:

a. Transfers. Transactions in Online Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure (for consumer accounts), Account Rate and Fee Disclosures, and your loan agreements. The daily dollar limit for transactions using Online Banking is \$10,000 for internal transfers, \$10,000 for check withdrawals, and \$5,000 for external account transfers. Bill payment transactions are limited to a maximum of \$10,000 per payment. Your scheduled bill pay payments will be refused if you have exceeded these limitations. You may transfer or withdraw up to the available balance in your account or up to the available credit limit on a line of credit at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. All checks requested through Online Banking are payable to you as a primary member (your business if a business account) and will be mailed to your postal address of record. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option.

b. Account Information. The account balance and transaction history information may be limited to recent account information involving your accounts. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for any ATM deposit transactions and our Funds Availability Policy. Any transfer of funds after regular business hours will post to the account on the following business morning with an effective date of the date the transfer was made.

c. E-Mail. You may email us by [clicking here](#). E-mail may not, however, be used to initiate a transfer on your account or a stop payment request. The credit union may not immediately receive E-mail communications that you send and the credit union will not take action based on E-mail requests until the credit union actually receives your message and has a reasonable opportunity to act. Upon receipt of your e-mail the credit union will notify you via email as to the status of your request within one business day. The Credit Union may, at your request, send you general notifications via an E-mail-to-text-messaging service. You agree to provide a valid phone number for use of this service. The Credit Union retains the right to restrict use of this service, as well as the information we make available via E-mail or text (SMS) messaging channels. If you need to contact the credit union immediately regarding an unauthorized transaction or stop payment request, you may call the credit union at 303-832-4816 or 1-800-444-4816.

d. Inappropriate Transactions. You warrant and agree that you will not use any online banking or any other credit union accounts or services, including but not limited to loans, to make or facilitate any illegal transaction(s) as determined by applicable law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain federal and/or state laws or Card Service Providers' Rules may limit or prohibit certain transactions such as (but not limited to) those coded as possible gambling transactions. The credit union may decline to accept, process or pay any transaction that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise) under applicable law; or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to any gambling activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions at or relating to a hotel-casino. You understand and agree such limitations/prohibitions are not within the credit union's control



and that the credit union will not have any liability, responsibility or culpability whatsoever for any such use by you or any authorized user(s); or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold the credit union harmless from any suits, liability, damages or adverse action of any kind that results directly or indirectly from any such use of your account and/or access devices.

**3. Mobile Banking Services.** The following terms and conditions apply to the Mobile Banking service:

a. Mobile Banking is offered as a convenience and supplemental service to our Online Banking services. It is not intended to replace access to Online Banking from your personal computer or other methods you use for managing your accounts and services with us. Mobile Banking allows you to access your account information, transfer funds, and conduct other banking transactions. To utilize the Mobile Banking service, you must be enrolled to use Online Banking.

We reserve the right to limit the types and number of accounts eligible and the right to refuse to make any transaction you request through Mobile Banking. We also reserve the right to modify the scope of the service at any time.

We may offer additional Mobile Banking services and features in the future. Any such added Mobile Banking services and features will be governed by this Agreement and by any terms and conditions provided to you at the time the new Mobile Banking service or feature is added and/or at the time of enrollment for the feature or service, if applicable. From time to time, we may amend these terms and modify or cancel the Mobile Banking services we offer without notice, except as may be required by law.

Mobile Banking may not be accessible or may have limited utility over some network carriers. In addition, the service may not be supportable for all devices. The credit union cannot guarantee and is not responsible for the availability of data services provided by your mobile carrier, such as data outages or "out of range" issues. Your wireless carrier may assess you fees for data or text messaging services. Please consult your wireless plan or provider for details.

b. Use of Service. In order to properly use Mobile Banking, you should review and follow the instructions provided on our website. You agree to accept responsibility for learning how to use Mobile Banking in accordance with the online instructions and agree that you will contact us directly if you have any problems with Mobile Banking. We may modify the service from time to time at our sole discretion. In the event of any modifications, you are responsible for making sure you understand how to use Mobile Banking as modified. You also accept responsibility for making sure that you know how to properly use your device and we will not be liable to you for any losses caused by your failure to properly use the service or your device.

c. Other Agreements. You agree that when you use Mobile Banking, you remain subject to the terms and conditions of your existing agreements with the credit union except as expressly otherwise stated herein; and with any unaffiliated service providers, including, but not limited to, your mobile service provider and that this Agreement does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your provider directly without involving us.

Any deposit account, loan or other banking product accessed through this service is also subject to the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure (for consumer accounts), Account Rate and Fee Disclosures, and your loan agreements. You should review the account disclosures carefully, as they may include transaction limitations and fees which might apply



to your use of Mobile Banking.

d. Permitted Mobile Banking Transfers. Transactions in Mobile Banking are subject to the terms and limitations disclosed in the Membership and Account Agreement, Electronic Funds Transfer Agreement and Disclosure (for consumer accounts), Account Rate and Fee Disclosures, and your loan agreements. You may transfer or withdrawal up to the available balance in your account at the time of the transfer, except as limited under this Agreement or your deposit or loan agreements. The credit union reserves the right to refuse any transaction that would draw upon insufficient or unavailable funds, lower an account below a required balance, or otherwise require us to increase our required reserve on the account. We may process transfers that exceed your available balance at our discretion. If we process the transfer and unless your overdraft protection is provided via an Overdraft Line of Credit, you agree to cover any overdraft amount plus any applicable fees. We may limit the type, frequency and amount of transfers for security purposes and may change or impose the security limits without notice, at our option. You agree to confirm the completion of each transfer in your account balance and transaction history before withdrawing transferred funds.

e. You represent and agree to the following by enrolling for Mobile Banking or by using the Service:

(i). Account Ownership/Accurate Information. You represent that you are the legal owner of the accounts and other financial information which may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using Mobile Banking. You agree not to misrepresent your identity or your account information. You agree to keep your account information up to date and accurate. You represent that you are an authorized user of the Device you will use to access Mobile Banking.

(ii). User Security. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Mobile Banking. You agree not to leave your Device unattended while logged into Mobile Banking and to log off immediately 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 information, or other means to access Mobile Banking, you are responsible for any transactions they authorize and we will not be liable for any damages resulting to you. You agree not to use any personally identifiable information when creating shortcuts to your Account.

We make no representation that any content or use of Mobile Banking is available for use in locations outside of the United States. Accessing Mobile Banking from locations outside of the United States is at your own risk.

(iii). User Conduct. You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.



(iv). No Commercial Use or Re-Sale. You agree that the Service is only for the personal or business use of individuals authorized to access your account information. You agree not to make any commercial use of Mobile Banking or resell, lease, rent or distribute access to Mobile Banking.

(v). Indemnification. Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold harmless the credit union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from (i) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with the service; (ii) your violation of any law or rights of a third party; or (iii) your use, or use by a third party, of Mobile Banking.

**4. Security of Access Codes.** The personal identification number/password and username are the access codes that you select for your security. Your access codes are confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your access codes. You agree not to disclose or otherwise make your access codes available to anyone not authorized by you to sign on your accounts. If you authorize anyone to use your access codes, you understand that person may use the Online Banking or Mobile Banking service to review all your account information and make account transactions. Therefore, we are entitled to act on transaction instructions received using your access codes and you agree that the use of your access codes will have the same effect as your signature authorizing transactions.

If you authorize anyone to use your access codes that authority will be considered unlimited in amount and manner until you specifically revoke such authority by notifying the credit union and changing your access codes. You are responsible for any transactions made by such persons until you notify us that transactions and access by that person are no longer authorized and your access codes are changed. If you fail to maintain or change the security of these access codes and the credit union suffers a loss, we may terminate your electronic funds transfer and account services immediately.

**5. Member Liability.** You are responsible for all transfers you authorize using the Online Banking and Mobile Banking services under this Agreement. If you permit other persons to use your access codes, you are responsible for any transactions they authorize or conduct on any of your accounts. However, tell us at once if you believe anyone has used your access codes and accessed your accounts without your authority. Telephoning is the best way of keeping your possible losses down. For Online Banking and Mobile Banking consumer account transactions, your maximum liability for unauthorized use may be up to \$500. If your statement shows transfers that you did not make, including those made by access codes or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from making the transfers if you had told us in time. If a good reason (such as a hospital stay) kept you from telling us, we may extend the time periods.

Notify us at once if you believe your access codes have been lost or stolen or that someone has transferred or may transfer money from your account without your permission. Call: 303- 832-4816 or 800-444-4816 or [contact us](#) electronically via e-mail. Or write: Credit Union of Colorado, 8959 E. 40<sup>th</sup> Ave. Denver, CO 80238, Attn: Online Banking/Bill Pay.

**6. Business Days.** Our business days are Monday through Friday excluding Holidays.

**7. Fees and Charges.** There are certain charges for services as set forth below. From time to time, the charges may be changed. We will notify you of any changes as required by law.

a. There is no monthly fee for the Online Banking service.



- b. A \$25 Non-Sufficient Funds Fee will be charged per item.
- c. A stop payment fee of \$20 will be charged per request.
- d. A \$25 Courtesy Pay fee will be charged for each payment made using your Courtesy Pay limit (consumer accounts only).

**8. Transaction Documentation.** Transfers and withdrawals transacted through Online Banking and Mobile Banking will be recorded on your periodic statement. You will receive a statement for any month in which you have Online Banking or Mobile Banking transactions.

**9. Account Information Disclosure.** We will maintain the confidentiality and privacy of your account information in accordance with our privacy policy as stated on our web site at: [www.cuofco.org](http://www.cuofco.org). However, we will disclose information to third parties about your account or the transfers you make in the following limited circumstances:

- a. As necessary to complete transfers;
- b. To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- c. To comply with government agencies or court orders; or
- d. If you give us your written permission.

**10. Limitation of Liability for Online Banking Services.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we may be liable for your losses or damages. Our sole responsibility for an error in a transfer will be to correct the error and in no case will we be liable for any indirect, special, incidental, or consequential damages. In states that do not allow the exclusion or limitation of such damages, our liability is limited to the extent permitted by applicable law. The credit union will not be liable for the following:

- a. If, through no fault of ours, you do not have enough money in your account to make the transfer, your account is inactive, if funds in your accounts necessary to complete the transaction are held as uncollected funds or pursuant to our Funds Availability policy, or the transfer would exceed the credit limit on your line of credit.
- b. If you used the wrong password or you have not properly followed computer instructions or the instructions in the Bill Pay Information link for making transfers and Bill Pay transactions.
- c. If your access codes have been reported lost or stolen.
- d. If your computer fails or malfunctions or the phone lines or credit union computer system was not properly working and such problem should have been apparent when you attempted such transaction.
- e. If circumstances beyond our control (such as fire, flood, power failure, or computer or telephone system malfunction) prevent the transaction, despite reasonable precautions we have taken.
- f. If the funds in your account are subject to an administrative hold, legal process, or other claim.
- g. If funds in your account are pledged as collateral or frozen because of a delinquent loan.



- h. If the electronic transfer is not completed as a result of your willful negligent use of your access codes, or any EFT facility for making such transfers.
- i. If you have not given the credit union complete, correct and current instructions so the credit union can process a transfer.
- j. If, through no fault of ours, a Bill Pay transaction or funds transfer transaction does not reach a particular payee due to changes in the payee address, account number or otherwise; the time you allow for payment delivery was inaccurate; or the payee failed to process a payment correctly, or in a timely manner, and a fee, penalty, or interest is assessed against you.
- k. If the error was caused by a system beyond the credit union's control such as a telecommunications system, an Internet service provider, any computer virus or problems related to software not provided by the credit union.
- l. If our computer system or equipment does not receive the commands you sent from the computer workstation you used to transmit instructions.
- m. If you transfer funds to a wrong account and we are not able to recover the funds for you.
- n. If the system is unavailable due to a maintenance shutdown.
- o. If your access codes (username and password) have been "locked out" and you have been denied access because of too many invalid log-in attempts on your account.
- p. If there are other exceptions as established by the credit union.

**11. Termination of Online Banking and Mobile Banking Services.** You agree that we may terminate this Agreement and your Online Banking or Mobile Banking services if you, or any authorized user of your Online Banking or Mobile Banking services or access codes, breach this or any other agreement with us; or if we have reason to believe that there has been an unauthorized use of your accounts or access codes. In addition, we reserve the right to terminate the service if you fail to use the service for more than six months.

You or any other party to your account can terminate this Agreement by notifying us in writing. Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

**12. Notices.** The credit union reserves the right to change the terms and conditions upon which these services are offered. The credit union will notify you at least thirty (30) days before the effective date of any change, as required by law. Any change in terms will also be published online for your acceptance, prior to log on for Online Banking.

**13. Statement Errors.** In case of errors or questions about your transactions, contact us by telephone at 303-832-4816 or 1-800-444-4816; sending us an e-mail; or writing us at Credit Union of Colorado, 8959 E. 40<sup>th</sup> Ave. Denver, CO 80238, as soon as you can. For consumer accounts, we must hear from you no later than sixty (60) days after we sent the first statement on which the problem appears.

- Tell us your name and account number.
- Describe the transaction you are unsure about and explain as clearly as you can why you



believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct the error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If you give notice of an error that occurred on a new account (within thirty (30) days after you make the first deposit to your account), or a transaction initiated outside the United States we will have ninety (90) business days to investigate. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

If we decide after our investigation that an error did not occur, we will deliver or mail to you an explanation of our findings within three (3) business days after the conclusion of our investigation. If you request, we will provide you copies of documents (to the extent possible without violating other members' rights to privacy) relied upon to conclude that the error did not occur.

**14. Enforcement.** 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. This Agreement shall be governed by and construed under the laws of the state of Colorado as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. 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, subject to Colorado law, 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. Should any one or more provisions of this Agreement be determined illegal or unenforceable in any relevant jurisdiction, then such provisions may be modified by the proper court, if possible, but only to the extent necessary to make the provision enforceable and such modification shall not affect any other provision of this Agreement.

#### **15. Remote Deposit Capture.**

This Remote Deposit Capture User Agreement contains the terms and conditions for the use of Credit Union Mobile Check Deposit and/or other remote deposit capture services that Credit Union of Colorado ("Credit Union", "us," or "we") may provide to you ("you," or "User"). Other agreements you have entered into with the Credit Union, including your Membership Agreement, as amended from time to time, are incorporated by reference and made a part of this Agreement.

**What is Remote Deposit Capture?** Remote Deposit Capture allows you to make deposits to your Credit Union deposit account remotely by scanning the front and back of checks with a camera-enabled mobile device creating an electronic image and transmitting images in an electronic file of such checks to us in compliance with our requirements. The camera-enabled mobile device must provide an image capable of capturing the magnetic ink character recognition ("MICR") line on each check, and must capture all such other data and information as is required by this Agreement or Federal Reserve regulations for the processing of these checks for payment. The Credit Union's processing agent shall perform an image





quality assessment of scanned checks and shall convert items meeting the Credit Union's required standards into substitute checks to facilitate the deposit and collection of such items. You agree that the manner in which items (e.g., substitute check, image exchange) are cleared or presented for payment shall be determined by the Credit Union, at its sole discretion. The Credit Union reserves the right to select the clearing agents through which Credit Union clears items. The Credit Union shall not be liable for the negligence of any clearing agent. You agree to be bound by any clearinghouse agreements, operating circulars and image exchange agreements to which the Credit Union is a party. If we accept the image for collection, we will then attempt to collect the item by presenting the image or converting the image to a substitute check. Unlike traditional check deposits, you retain the original paper check when you use Remote Deposit Capture. The manner in which these substitute checks or images are cleared, presented for payment, and collected will be determined by us in our sole discretion. We may change, modify, add or remove all or portions from Remote Deposit Capture services at any time, with or without notice to you.

**1. Eligibility.** We will determine whether you are eligible for Remote Deposit Capture at our sole discretion. We may suspend or terminate your use of Remote Deposit Capture at any time and without prior notice to you. If you violate the terms of Remote Deposit Capture, then we also may use such actions as a basis to terminate your account relationship with us.

**2. Fees.** There is no charge for use of Remote Deposit Capture, but other fees, such as for returned items and overdrafts, may apply as set forth in the Rate and Fee Schedule, which may be amended from time to time, a copy of which you agree to having received with or prior to entering into this Agreement. Should you fail or refuse to pay any charges under this Agreement or in association with use of these Services, you agree to pay all collection costs (including reasonable attorney's fees) which may be incurred by the Credit Union. We have the right to increase or decrease charges imposed for Services and will notify you of the changes, to the extent required by law. Member's use of Services after changes have been made shall constitute Member's agreement to the same.

**3. Acceptance of these Terms.** Your use of Remote Deposit Capture, hereafter referred to as "Services," constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time, and we will notify you of any material changes. You will be prompted to accept or reject any material change to this Agreement the next time you use the Service after the Credit Union has 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. Further, 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.

**4. 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 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. 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.

**5. Hardware, Software, and System Requirements.** In order to use the Services, you must obtain and maintain, at your expense, compatible hardware, software, and secure Internet access as specified by the Credit Union from time to time. See [www.cuofco.org](http://www.cuofco.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. You understand and agree that you may incur, and shall pay, any and all expenses related to use of the Services, including, but not limited to, telephone or internet service charges. You are solely



responsible for the operation, maintenance, and updating of all equipment, software, including antivirus and fraud detection software and products used in connection with Services and the cost thereof.

**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 the 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.

You agree that you shall not present, or attempt to present, or allow others, either directly or indirectly, to present, or attempt to present, for 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 properly endorsed and 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 the Credit Union's current procedures relating to the Services 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 agreement.
- Checks that have previously been submitted through the Service or through a remote 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.

You agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damage and loss arising out of or related to any claims, suits, or demands brought by third parties with respect to any such Substitute Check or original check. You agree that the aggregate amount of any items which are deposited more than once will be debited from your account, and to the extent funds in your account are insufficient to cover such amount, any balance shall be debited by the Credit Union from any other deposit accounts with the Credit Union in its sole discretion. In the event that the funds in your account are insufficient, there may also be a fee assessed (refer to the current Rate and Fee Schedule). You further acknowledge that you are responsible for the processing and handling of any original items which are imaged and deposited utilizing the Services, and that you assume all liability to the drawer of any item imaged using the Services or liability arising from the Credit Union's printing of any substitute check from those images.

**7. Endorsements, Requirements and Procedures.** Subject to the terms, provisions, and conditions of this Agreement, you authorize the Credit Union to activate and process the Services on your behalf. You agree to restrictively endorse any item transmitted through the Services as "Mobile Deposit CUofCO," account number, and sign, or as otherwise instructed by the Credit Union. Each image must provide all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, MICR information, signature(s), any required identification written on the front of the original check and any endorsements applied to the back of the original check. The image quality must be



legible as determined by the sole discretion of the Credit union, and comply with the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association. 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. Checks received that are not in accordance with this provision may be rejected.

**8. Your Representations and Warranties.** Each time you scan and submit check images of the front and back of the original check for deposit through Electronic Check Deposit, you represent and warrant that:

1. Each check image is a complete and accurate representation of the front of a negotiable check;
2. Each check image is a complete and accurate representation of the back of a negotiable check;
3. The image is NOT of any of the prohibited items listed in Section 6 above;
4. Each check image satisfies our image quality standards, as specified by us from time to time;
5. The original check used to create the image has not been previously deposited, duplicated or used to create another image or electronic fund transfer; and
6. No subsequent transferees of your check image, or any substitute check created from your check image, including but not limited to the Credit Union, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the check image or substitute check was presented for payment or returned instead of the original paper check.
7. All information you have provided to us is complete, accurate and true. Each time you scan and submit check images for deposit through Remote Deposit Capture, you also make all the warranties specifically set forth in and subject to the terms of the laws governing Colorado for the image as if it were an item subject to the terms of the UCC, including:
  - (a) you are entitled to enforce the image;
  - (b) all signatures on the image are authentic and authorized;
  - (c) the image has not been altered;
  - (d) the image is not subject to a defense or claim in recoupment of any party which can be asserted against you;
  - (e) you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor or, in the case of an unaccepted image, the drawer; and
  - (f) if the image is a demand draft, creation of the image according to the terms on its face was authorized by the person identified as drawer.

In addition to these warranties, you covenant that you will comply with this Agreement, all federal and state laws, rules and regulations applicable to online transactions, including those related to use for a criminal purpose and the regional clearing houses, the Board of Governors of the Federal Reserve System, or any other organization to which the Credit Union belongs.

In the event that you breach any of these representations or warranties, you agree to defend, indemnify, and hold the Credit Union and its agents harmless from and against all liability, damages, and loss arising out of any claims, suits or demands brought by third parties with respect to any such breach. You further authorize the Credit Union to charge your account for the amount of any such demand, claim or suit that constitutes a breach of warranty claim under the provisions of the Uniform Commercial Code.

**9. 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. 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 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. You grant the Credit



Union a security interest in all funds now or in the future held by the Credit Union in your account(s) to secure your obligations under this Agreement. You agree that we may place an exception hold of up to 14 calendar days in the event you terminate this Agreement to permit the Credit Union to satisfy any chargeback or return obligations arising out of or related to the use of the Services by you.

**10. 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. In general, an image of an item you transmit through the Service is considered received on the day of your deposit (Mountain Standard Time). Funds deposited using the Services will generally be made available in three business days from the day of deposit. 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.

**11. Disposal of Transmitted Items.** Upon your receipt of a confirmation from the Credit Union that we have received an image that you have transmitted, you agree to securely store the check for at least 30 calendar days from the date of the image transmission (the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original checks, (b) the information contained on such checks shall not be disclosed, (c) such checks will not be duplicated, scanned or transmitted more than one time and (d) such checks will not be deposited or negotiated in any form or manner at another financial institution or check cashing facility. 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 the Credit Union upon request.

**12. Deposit Limits.** We may establish limits on the dollar amount and/or number of items or deposits from time to time. You shall not make deposits in excess of the prescribed daily and rolling 30 day deposit limits (the "Deposit Limit"). 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. You may send multiple deposits to the Credit Union throughout the day, up to your daily deposit limit. The Credit union, in its sole discretion, reserves the right to change the dollar value limits at any time. All such changes shall be effective immediately and may be implemented prior to your receipt of notice thereof. You may contact the Credit Union at any time to verify the current number of Files that may be transmitted in a day or the Deposit Limit. You agree that these Services will only be used to deposit checks drawn on financial institutions within the 50 United States (including the District of Columbia and excluding all other territories).

**13. 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 Account Agreement governing your account.

**14. Errors.** You agree to notify the Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 30 days after the applicable Credit Union account statement is sent. Unless you notify the Credit Union within 30 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. Errors in Transmission.** By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. The Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

**16. Warranties and Indemnification.** You warrant to the Credit Union that:

- You will only transmit eligible items.



- You will not transmit duplicate items.
- You will not re-deposit or re-present the original item.
- All information you provide to the Credit Union is accurate and true.
- You will comply with this Agreement and all applicable rules, laws and regulations.
- You are not aware of any factor which may impair the collectability of the item.
- You warrant that files submitted by you to the Credit Union do not contain computer viruses or malware.
- You agree to indemnify and hold harmless the Credit Union from any loss for breach of this warranty provision, including without limitation, your attempt to duplicate the presentation of a check image via presentation of the original check or an image or substitute check derived from the original check and any liability that we may incur for processing an image or substitute check rather than the original paper check.

**17. Cooperation with Investigations.** You agree to cooperate with us in the investigation of unusual transactions, poor quality transmissions, and resolution of customer 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 Membership 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 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 Credit Union's business interest, or (iii) to Credit Union's actual or potential economic disadvantage in any aspect. 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. Relationship.** This Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, or independent contractor of either party shall at any time be deemed to be an officer, employee, agent, or contractor of the other party for any purpose whatsoever.

**22. 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) THAT ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**23. 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 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.