

Crane Credit Union
Remote Check Deposit User Agreement

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

1. Services. The Remote Check Deposit capture services ("Services") are designed to allow you to make deposits to your accounts from home or other remote locations by scanning checks and delivering the images and associated deposit information to Credit Union or Credit Union's designated processor.

2. Acceptance of these Terms. Your use of the Services constitutes your acceptance of this Agreement. This Agreement is subject to change from time to time. 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.

3. Limitations of Service. When using the Services, you may experience technical or other difficulties. We cannot assume responsibility for any technical or other difficulties or any resulting damages that you may incur. Some of the Services have qualification requirements, and we reserve the right to change the qualifications at any time without prior notice. We reserve the right to change, suspend or discontinue the Services, in whole or in part, or your use of the Services, in whole or in part, immediately and at any time without prior notice to you.

4. Eligible Items. You agree to scan and deposit only "checks" as that term is defined in Federal Reserve Regulation CC ("Reg. CC"). 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. If you have any questions, please contact Crane CU Member Service at 800-692-3274.

You agree that you 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 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 that are in violation of any federal or state law, rule, or regulation.

5. Eligibility. Crane CU Remote Check Deposit is available to Crane CU members with a checking account in good standing. Members not in good standing, include members that have:

- a delinquent loan
- a Prime Share Savings Account balance below the \$5.00 minimum
- an unresolved deposited returned check
- any unpaid and uncollected credit union fees
- a negative balance on an account
- caused a financial loss to the Credit Union
- an invalid address or phone number

Credit Union reserves the right to remove access to this feature for any account if fraudulent activity or inappropriate use of the feature is identified.

6. Deposit Limits. Default deposit limits are separated into two tiers. Members qualify for Tier 1, if the account is less than 6 months old or if the account has had any Non-Sufficient Funds or Courtesy Pay fees. Members qualify for Tier 2 if the account is over 6 months old and have not had any Non-Sufficient Funds or Courtesy Pay fees.

<u>Tier 1</u>	<u>Tier 2</u>
\$1,500 per item	\$2,500 per item
\$3,000 daily	\$5,000 daily
\$5,000 weekly	\$10,000 weekly

If you attempt a deposit in excess of these limits, we may reject your deposit. We reserve the right to change these limits at any time without prior notice to you. To inquire about additional information regarding limits, please visit your local branch or contact Crane CU Member Service at 800-692-3274.

7. Funds Availability. Deposits are subject to a 2 business day hold. The first \$200.00 from your total daily deposit will be made available immediately. Credit Union may make such funds available sooner based on such factors as 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.

8. Check Endorsement. An item processed through Remote Deposit may be rejected by the Credit Union if it does not contain your personal endorsement, the date of deposit, the specific account number to which the deposit is to be credited, and the phrase "via remote deposit." You agree to legibly endorse any item transmitted through the Services.

9. Check Retention. After submitting check for deposit and completing transaction; mark item with the words "Presented Electronically" so that you and anyone else will know the item has already been deposited via Remote Deposit. Retain check in a secure area for at least 90 days after the date of deposit. Make sure your check has been deposited to your account before destroying the check.

10. Returned or Rejected Deposits. We reserve the right to reject any item transmitted through the Services, at our discretion. You are responsible for any deposit made into your Credit Union account. Any item that is dishonored, rejected, or otherwise returned unpaid is your responsibility and any credit applied due to such item being deposited may be immediately reversed. You agree to reimburse Credit Union for all loss, cost, damage or expense caused by or relating to the processing of the returned item. We may debit any of your accounts to obtain payment for any item that has been returned or rejected.

11. Errors. You agree to notify Credit Union of any suspected errors regarding items deposited through the Services right away, and in no event later than 60 days after the applicable Credit Union account statement is sent. Unless you notify Credit Union within 60 days, such statement regarding all deposits made through the Services shall be deemed correct, and you are prohibited from bringing a claim against Credit Union for such alleged error. Please refer to your Account Agreement for further information.

12. Errors in Transmission. By using the Services you accept the risk that an item may be intercepted or misdirected during transmission. Credit Union bears no liability to you or others for any such intercepted or misdirected items or information disclosed through such errors.

13. Hardware and Software. In order to use the Services, you must obtain and maintain, at your expense, compatible hardware and software as specified by Credit Union from time to time. 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.

14. Image Quality. The image of an item transmitted to Credit Union using the Services 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.

15. Remote Check Deposit Unavailability. Remote Check Deposit may be unavailable temporarily due to system maintenance or technical difficulties; including those of the Internet service providers, cellular service provider and Internet software. We make no warranties regarding the availability of this service. In the event that Remote Check Deposit is unavailable, you may deposit original checks at our branches, through our ATMs that accept check deposits, or by mailing the original check to Crane CU, 1 West Gate Drive, Odon, IN 47562.

16. User Warranties and Indemnification. You warrant to 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 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 Credit Union from any loss for breach of this warranty provision.
- You will use Remote Check Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations.
- You are authorized to enforce and obtain payment of the original 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 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 and 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. DISCLAIMER OF WARRANTIES. YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING 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 ANY REMOTE BANKING SERVICE, 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 ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.

22. 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 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 ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW.