

Motor City Co-op Credit Union
MOBILE DEPOSIT SERVICES DISCLOSURE AND AGREEMENT

This Mobile Deposit (MDEP) Agreement contains the terms and conditions for the use of the Motor City Co-op Credit Union's Mobile Deposit Service and/or other remote deposit capture services that Motor City Co-op Credit Union may provide to you. Other agreements that you have entered into with Motor City Co-op Credit Union, along with various disclosures issued by Motor City Co-op Credit Union which govern your account(s) are incorporated by reference and made part of this agreement. In this Disclosure and Agreement, the words "you" and "yours" mean the member that applied for and/or uses the Mobile Deposit Service described in this Disclosure and agreement. The words "we" "us" and "our" mean Motor City Co-op Credit Union.

Use of the Services. Following your acceptance of this agreement, you are authorized by us to remotely deposit paper checks through the Mobile Deposit Service application. You can remotely deposit checks you receive to your account with us by electronically transmitting a digital image of the paper checks to us for deposit. Your use of the services constitutes your acceptance of the terms and conditions of this Disclosure and Agreement. You agree to comply with the hardware and software requirements set forth by Motor City Co-op Credit Union. (iOS devices version 5.1 or newer, iPads from generation 3 and above, Android devices version 2.3.4 or higher). Upon receipt of the digital image, we will review the image for acceptability. **You understand and agree that receipt of an image does not occur until after we notify you of receipt of the image via onscreen messaging and/or email notification.** You understand that, in the event you receive a notification from us confirming receipt of an image, such notification does not mean that the image contains no errors. You understand that you are responsible for any information you transmit to us. We are not responsible for any image that we do not receive. Following receipt of the image, we may process the image by preparing a "substitute check" or clearing the check as an image. Notwithstanding anything to the contrary, we reserve the right, within our sole and absolute discretion, to accept or reject any check for mobile deposit into your account. You understand that any amount credited to your account for checks deposited using the services is a provisional credit and you agree to indemnify us against any loss we suffer because of our acceptance of the remotely deposited check.

In addition you agree that you will not (i) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or service, (ii) copy or reproduce all or any part of the technology or service; or (iii) interfere, or attempt to interfere, with the technology or service.

Compliance with Law. You agree to use the service for lawful purposes and in compliance with all applicable laws, rules and regulations, as well as all laws pertaining to the conduct of your business if applicable. You warrant that you will only transmit acceptable checks for deposit and have handled the original checks in accordance with applicable laws, rules and regulations. You promise to indemnify and hold us harmless from any damages, liabilities, costs, expenses (including attorneys' fees) or other harm arising out of any violation thereof. This indemnity will survive termination of your Account and this Agreement.

Check Requirements. Any image of a check that you transmit to us must accurately and legibly provide all the information on the front and back of the check at the time presented to us by the drawer. Prior to capturing the original check, you will endorse the back of the original check. Your endorsement will include the account number to which you are making the deposit, including the share ID and the words "**For Mobile Deposit**". The image of the check transmitted to us must accurately and legibly provide, among other things, the following information: (1) the information identifying the drawer and the paying bank that is preprinted on the check, including complete and accurate MICR information and the signature(s); and (2) other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any endorsements applied to the back of the check. The image quality for the check will meet the standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Rejection of Deposit. We are not liable for any service or late charges levied against you due to our rejection of any check. In all cases, you are responsible for any loss or overdraft plus any applicable fees to your Account due to a check being returned.

Checks Returned Unpaid. A written notice will be sent to you of checks we are unable to process because of returned checks. With respect to any check that you transmit to us for Mobile Deposit that we credit to your Account, in the event such check is dishonored, you authorize us to debit the amount of such check from the Account.

Email Address. You agree to notify us immediately if you change your email address, as this is the email address where we will send you notification of receipt of Mobile Deposit checks or communicate to you regarding any Mobile Deposit checks, if necessary.

Unavailability of Services. You understand and agree that the service may at times be temporarily unavailable due to the Credit Union's system maintenance or technical difficulties including those of the internet service provider, cellular service provider and internet software. In the event that the service is unavailable, you acknowledge that you can deposit an original check at our branches or through our ATMs or by mailing the original check to us at Motor City Co-op Credit Union, 37321 Garfield, Clinton Township, MI 48036. It is your sole responsibility to verify that checks deposited using the service has been received and accepted for deposit by us. However, we will email you notification of any check, that is rejected by the next business day following rejection.

Funds Availability. You understand and agree that, for purposes of deposits made using the Services, with regard to the availability of deposits, such funds will be available as set forth below.

MOTOR CITY CO-OP CREDIT UNION FUNDS AVAILABILITY

The following information is provided to help you determine when your funds will be available.

Determining Availability of Deposits

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00 p.m. EST Monday through Friday or on a business day that we are open, we will consider that to be the day of your deposit. However, if you make a deposit after 4:00 p.m. EST Monday through Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

General Availability Policy

It is the general policy of Motor City Co-op Credit Union to delay the availability of funds that you deposit into your account in accordance with our Funds Availability Policy provided at account opening in your Membership and Account Disclosures.

There will be delayed availability of funds from some checks that are deposited into your accounts. During the delay, you may not withdraw the funds in cash and Motor City Co-op Credit Union will not use the funds to pay checks that you have written.

The length of delay is counted in business days from the day of your deposit. Business days are defined as every day except Saturdays, Sundays, and federal holidays. A deposit is considered received when it is accepted at one of our branch offices with all appropriate endorsements. A deposit accepted while our data processing system is not on line will be considered received when the transaction is posted in the Motor City Co-op Credit Union system.

There will be "Next-day Availability" of the first \$200 (or the amount of the check or checks, whichever is less). This means that the first \$200 will be available for withdrawal on the first business day after the day of deposit.

The amount of the check or checks over \$200 will be available for withdrawal on the second business day after the day of deposit.

Longer Delays May Apply

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid
- You deposit checks totaling more than \$2,000 on any one day
- You re-deposit a check that has been returned unpaid
- You have overdrawn your account repeatedly in the last six months

- There is an emergency, such as failure of communications or computer equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh (7th) business day after the day of your deposit.

Special Rules for New Accounts

If you are a new member, the following special rules will apply during the first 30 days your account is open.

Funds from an electronic direct deposit to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth Business Day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Special Endorsement Standards

The Federal Law regarding funds availability requires the Financial Institution's endorsement area on the back of a check be kept clear or unobstructed. This rule is designed to prevent unnecessary delays in processing your deposits as well as to promote speedier returns of dishonored checks. Only the 1-1/2 inch space from the "trailing edge" (the left edge of the check when it is facing you) can be used by you for endorsements or any other markings.

We will not be responsible for any damages incurred in the event you deposit a check that is subsequently returned unpaid by the paying bank and that return is "late" due to markings on the check caused by you or a prior endorser on the back of the check.

In the event that you draw a check on your checking account with us, you are responsible for any delay or misrouting of the check caused by markings placed on the check by you that obscure any depository endorsements placed by us or our agent and you agree to hold the Credit Union harmless and indemnify us from any liability due to such delay or misrouting.

Internal Controls and Audits

Mobile Deposit Service limits may change at any time without any prior notification. Motor City Co-op Credit Union reserves the right to revoke this service, reject or adjust any deposits upon submission of the scanned checks.

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:

- 1) Each image of a check transmitted to us is a true and accurate rendition of the front and back of the original check, without any alteration, and the drawer of the check has no defense against payment of the check.
- 2) The amount, the payee, signature(s), and endorsement(s) on the original check are legible, genuine, and accurate, including "For Mobile Deposit".
- 3) You will not deposit or otherwise endorse to a third party the original check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the check (either the original check, or a paper or electronic representation of the original check) such that the person will be asked to make payment based on a check it has already paid.
- 4) Other than the digital image of an original check that you remotely deposit through our service, there are no other duplicate images of the original check.
- 5) You have instituted procedures to ensure that each original check was authorized by the drawer in the amount stated on the original check and to the payee stated on the original check.
- 6) You are authorized to enforce each check transmitted or authorized to obtain payment of each check on behalf of a person entitled to enforce such transmitted check.
- 7) You have not knowingly failed to communicate any material information to us.
- 8) You have possession of each original check deposited using the service and no party will submit the original check for payment.

- 9) 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. You understand and agree that you are responsible for any loss caused by your failure to secure the original checks.

Securing Images on Mobile Devices. When using Mobile Deposit, you understand that check images captured using your mobile device are stored on the device only until the associated deposit has been successfully submitted. You agree to promptly complete each deposit. In the event that you are unable to promptly complete your deposit, you agree to ensure that your mobile device remains securely in your possession until the deposit has been completed or to delete the check images from the application.

Accountholder's Indemnification Obligation. You understand and agree that you are required to 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 paragraph 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 thereof transmitted to us for deposit or a breach of this Agreement, you will immediately contact us regarding such error or breach as set forth below.

Telephone us at: 800-328-8051

or

E-mail us at membersolutions@motorcitycoopcu.com

Limitation of Liability. You understand and agree that we are not responsible for any indirect, consequential, punitive, or special damages or damages attributable to your breach of this Disclosure and Agreement.

Charges for Use of the Services. All charges associated with the service are disclosed in Motor City Co-op Credit Union's Schedule of Fees.

Warranties. I UNDERSTAND THAT MOTOR CITY CO-OP 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. MOTOR CITY CO-OP 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 MOTOR CITY CO-OP CREDIT UNION'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Change in Terms. We may change the terms and fee schedule for the service indicated in this Disclosure and Agreement by notifying you of such change in writing and may amend, modify, add to, or delete from this Disclosure and Agreement from time to time. Your use of the service after receipt of notification of any change by us constitutes your acceptance of the change.

Termination of the Services. You may, by written request, terminate the service provided for you in this Disclosure and Agreement. 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.

Relationship to Other Disclosures. The information in these Disclosures applies only to the service described herein. Provisions in other disclosure documents, as may be revised from time to time, remain effective for all other aspects of the 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 the internal laws of the State of Michigan, 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 Michigan.

Periodic Statement. Any mobile 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 by no later than 60 days after you receive the monthly account statement that includes any transactions you allege is erroneous. You are responsible for any errors that you fail to bring to our attention within such time period.

Limitations on Frequency and Dollar Amount. You understand and agree that you cannot exceed the limitations on frequency and dollar amounts of remote deposits that are set forth by us.

Unacceptable Deposits. You understand and agree that you are not permitted to deposit the following checks using the service:

- 1) Any check drawn on your account or your affiliate's account
- 2) Any check that is stamped with a "non-negotiable" watermark
- 3) Any check that contains evidence of alteration to the information on the check
- 4) Any check issued by a financial institution in a foreign country
- 5) Checks not payable in United States currency
- 6) Any check that is incomplete
- 7) Any check that is stale dated (6 months old) or postdated
- 8) United States Savings Bonds
- 9) Any third party check made payable to someone other than yourself or other authorized signers on the account
- 10) Any check with a restrictive endorsement
- 11) Starter checks
- 12) Traveler's Checks or Gift Cheques
- 13) Checks payable to you jointly with one or more persons, unless deposited into an account in the name of all payees
- 14) Checks previously converted to a substitute check, as defined in Reg. CC
- 15) Checks previously returned not payable as a result of insufficient funds, stop payment, or other related reasons
- 16) Checks that have previously been submitted through a remote deposit capture service offered at any other financial institution
- 17) Any check we determine does not follow these guidelines

Confidentiality. You acknowledge and agree that confidential data relating to our service, marketing, and strategies, may come into your possession in connection with this Disclosure and Agreement. You understand and agree that you are prohibited from disclosing and agree to maintain the confidentiality of our Confidential Information.

Waiver. The failure of either party to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition hereof shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and each party shall have all remedies provided herein with respect to any subsequent act which would have originally constituted the violation hereunder.

Relationship. This Disclosure and Agreement does not create, and shall not be construed to create, any joint venture or partnership between the parties. No officer, employee, agent, servant, or independent contractor of either party shall at any time be deemed to be an employee, servant, agent, or contractor of the other party for any purpose whatsoever.